

NOTICE AND AGENDA

SOUTH OGDEN CITY COUNCIL MEETING

Tuesday, October 6, 2015 – 6:00 p.m.

Notice is hereby given that the South Ogden City Council will hold their regular City Council Meeting, Tuesday, October 6, 2015, beginning at 6:00 p.m. in the Council Chambers located at 3950 So. Adams Avenue, South Ogden, Utah. Any member of the council may be joining the meeting electronically.

- I. **OPENING CEREMONY**
 - A. **Call to Order** – Mayor James F. Minster
 - B. **Prayer/Moment of Silence** -
 - C. **Pledge of Allegiance** – Council Member Russell Porter

- II. **PUBLIC COMMENTS** – This is an opportunity for comment regarding issues or concerns. No action can or will be taken at this meeting on comments made.
Please limit your comments to three minutes.

- III. **RECOGNITION OF SCOUTS AND STUDENTS**

- IV. **CONSENT AGENDA**
 - A. Approval of September 1, 2015 Council Minutes
 - B. Approval of September Warrants Register
 - C. Ratify Setting Date for Public Hearing (October 6, 2015 at 6 pm or as soon as the agenda permits) to Receive and Consider Comments on Proposed Amendments to the Annexation Policy Plan, Adding Area 7
 - D. Set Date For Public Hearing (October 20, 2015 at 6 pm or as soon as the agenda permits) To Receive and Consider Comments on Proposed Amendments to the FY2016 Budget

- V. **PUBLIC HEARING**
 - A. To Receive and Consider Comments on the Proposed Annexation Policy Plan

- VI. **PRESENTATION**
 - A. Judge Renstrom – Re-Certification of Justice Court

VII. DISCUSSION / ACTION ITEMS

- A.** Consideration of **Ordinance 15-22** – Amending Title 10, Chapter 15 of the City Code Having to Do With Conditional Uses
- B.** Consideration of **Ordinance 15-23** – Amending the South Ogden City Annexation Policy Plan by Adding Area 7
- C.** Consideration of **Resolution 15-42** –Authorizing The Issuance And Sale Of South Ogden Sales Tax Revenue Refunding Bonds, Series 2015 In The Aggregate Principal Amount Not To Exceed \$6,350,000; And Related Matters
- D.** Consideration of **Resolution 15-43** – Appointing Polling Judges for 2015 Municipal Election
- E.** Consideration of **Resolution 15-44** – Authorizing Re-Certification of the Justice Court
- F.** Discussion on Police Services Budget for FY2016

VIII. DEPARTMENT DIRECTOR REPORTS

- A.** Parks and Public Works Director Jon Andersen – Project Updates

IX. REPORTS

- A.** Mayor
- B.** City Council Members
- C.** City Manager
- D.** City Attorney

X. ADJOURN CITY COUNCIL MEETING AND CONVENE INTO WORK SESSION

- A.** Logo Concepts

XI. ADJOURN WORK SESSION

Posted and emailed to the State of Utah Website [October 2, 2015](#)

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted at the Municipal Center (1st and 2nd floors), on the City's website (southogdencity.com) and emailed to the Standard Examiner on October 2, 2015. Copies were also delivered to each member of the governing body.


Leesa Kapetanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should notify the City Recorder at 801-622-2709 at least 48 hours in advance.

FINAL ACTION MAY BE TAKEN ON ANY ITEM ON THIS AGENDA



MEMORANDUM

Date: October 2, 2015
To: Mayor and City Council
From: Matthew J. Dixon, City Manager
Re: **October 6, 2015 Council Meeting**

A handwritten signature in black ink that reads "Matthew J. Dixon".

It has been another busy week and I can't even believe October is here. Due to me being out of the office this last week and me being behind in getting caught up, I'm simply going to refer you to the staff reports in your packet for information regarding the agenda items. The only information that is not ready for the packet is the information staff is compiling regarding the discussion of police services and related challenges. We hope to have information out to you in advance of the meeting and will send it as soon as it is completed.

Other Items of Business

- Popeye's has informed me that they are indeed moving forward with their South Ogden location north of Warrens. We should soon see activity on the site.
- 5600 South – Doug and Jon are working with UDOT and gathering bids for the landscaping of this area.
- Hinckley Commons has submitted a subdivision application for their project. It is my understanding that Auto Zone is interested in buying and building a store at that location. This will be before the PC next Thursday night.
- The PC will also be discussing regulation of food trucks as well as a request to amend the zoning ordinance to allow chickens.
- The Big 5 building is scheduled to be sold on Oct. 8 and they will be operating there until Feb. 2016 when Young Subaru will take over.
- Oral arguments regarding the Monastery litigation are scheduled for Oct. 7 at 3 p.m. before Judge West.
- Fire Department Open House is scheduled for Oct. 7 at 6 p.m. at Station 81.

See you next week!

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**MINUTES OF THE
SOUTH OGDEN CITY COUNCIL MEETING
Tuesday, September 1, 2015 – 6:00 p.m.
Council Chambers, City Hall**

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COUNCIL MEMBERS PRESENT

Mayor James Minster, Council Members Sallee Orr, Brent Strate, Wayne Smith and Russell Porter

COUNCIL MEMBERS EXCUSED

Council Member Bryan Benard

STAFF MEMBERS PRESENT

City Manager Matt Dixon, City Attorney Ken Bradshaw, Police Chief Darin Parke, Fire Chief Cameron West, Finance Director Steve Liebersbach, Information & Communication Systems Administrator Brian Minster and Recorder Leesa Kapetanov

CITIZENS PRESENT

Jim Pearce, Jerry Cottrell, Walt Bausman and others

I. OPENING CEREMONY

A. Call to Order

Mayor Minster called the meeting to order at 6:03 pm and called for a motion to convene.

Council Member Smith moved to convene as the South Ogden City Council, with a second from Council Member Porter. In a voice vote Council Members Smith, Strate, Orr, and Porter all voted aye.

B. Prayer/Moment of Silence

The mayor invited everyone to participate in a moment of silence.

C. Pledge of Allegiance

Council Member Strate directed those present in the Pledge of Allegiance.

Mayor Minster excused Council Member Benard who was unable to attend the meeting that evening.

The mayor then made the Council aware of a letter that had recently been added to the packet on page 139. He also noted some changes to the agenda: Item C, Resolution 15-39, on "Discussion/Action Items" would not be heard that evening nor would an executive session (Item X) be held.

Mayor Minster then invited those who wished to make public comment to come forward.

50 **II. PUBLIC COMMENTS**

51 **Walt Bausman, 5792 S 1075 E** – thanked the South Ogden Fire Department for their quick response
52 to his 911 call a week and a half ago. They were extremely professional and helpful. Mr.
53 Bausman then directed his comments to Resolution 15-36. He covered a brief history of the CDRA
54 loan and then asked why it was okay to charge interest now when it was not originally charged; that
55 seemed to indicate there was another agreement somewhere. He felt the City should look for it.
56 He also recommended several things the City should do before passing Resolution 15-36. He felt
57 the City did not have all the facts in order to make a decision.

58 **Rina Jordan, 5395 S 1300 E** – Ms. Jordan had found out that Rocky Mountain Power was going to
59 put a switchbox partially in her front yard. She understood that there was a ten foot easement for
60 utilities in her yard, but this switchbox was an unprecedented size: 7' x 7' x 4.5' tall. She had sent a
61 photograph of a similar switchbox to members of the Council. She felt the box was detrimental to
62 the neighborhood and should not be allowed in front yards. She understood the need for utility
63 companies to be able to do their work, but she was not convinced that Rocky Mountain Power had
64 explored all possibilities. She had offered them her backyard in which to put the switchbox, but
65 they had said it would not work. She felt such a large object in her front yard was unacceptable.

66 Council Member Smith said he would be willing to assist Ms. Jordan just as a citizen, not as a
67 member of the city council, as he had some unfinished business with Rocky Mountain Power as well.

68 City Manager Dixon said he had contacted Rocky Mountain Power on behalf of the City. He was
69 told that the switchbox was being put in that location to help with unreliable service issues and the
70 boxes had to be within a certain distance from each other. Rocky Mountain Power had purchased
71 the easement and had the legal right to use it.

72 Council Member Orr wondered why the utility company could not put something so large
73 underground. She felt the City should have a say in the aesthetics of the matter. There were
74 comments from other members of the Council and then the discussion ended.

75 There were no other public comments.

76

77 **III. RECOGNITION OF SCOUTS/STUDENTS PRESENT**

78 No scouts or students were present at the meeting.

79

80 **IV. CONSENT AGENDA**

81 **A. Approval of August 18, 2015 Council Minutes**

82 **B. Approval of August Warrants Register**

83 **C. Declaring Certain Property as Surplus to the City's Needs**

84 **D. Approving a Class C Beer License for a Restaurant Located at 1479 E 5600 S, Ste. A**

85

86 Mayor Minster read through the consent agenda and asked if there were any comments
87 concerning them.

88 Council Member Orr made some comments concerning the August 4, 2015 minutes but
89 concluded they were okay.

90 The mayor called for a motion concerning the consent agenda.

91

92 **Council Member Porter moved to approve the consent agenda, items A-D. The motion**
93 **was seconded by Council Member Smith. In a voice vote Council Members Smith, Orr,**
94 **Porter and Strate all voted aye.**

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96 The consent agenda was approved.

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99 V. **DISCUSSION / ACTION ITEMS**

100 A. **Consideration of Resolution 15-37 – Authorizing The Issuance And Sale Of Not More Than**
101 **\$6,500,000 Aggregate Principal Amount Of Sales And Excise Tax Revenue Refunding**
102 **Bonds, Series 2015; And Related Matters**

103 The mayor invited Finance Director Steve Liebersbach and Johnathan Ward from Zions Bank
104 to come forward and comment on this agenda item.

105 Mr. Liebersbach explained that passing this resolution was the first step in re-funding the
106 2006 Bonds. Johnathon Ward from Zions Bank then commented he had been watching
107 interest rates and he felt it was a good time for the City to refinance the bonds.

108 Mr. Ward stated the IRS allowed a City to refinance bonds one time in advance of a
109 pre-payment date. The bonds in question were issued in 2004 and refunded in 2006.

110 The next opportunity to refund the bonds would not occur until 2016, unless the bonds
111 issued now were taxable. That was what was being proposed with this resolution. The
112 resolution would also authorize the publication of a notice in the newspaper declaring the
113 City's intent to sell refunding bonds. The parameters of the bond were meant to be broad
114 so that the process would only have to be gone through once. They would return to the
115 council later with more definitive terms and conditions. At this point, they were
116 estimating around \$350,000 in savings by refinancing the bonds.

117 The Council asked several questions concerning the bond refinancing, which Mr. Ward
118 answered. The mayor then called for a motion concerning Resolution 15-37.

119
120 **Council Member Porter moved to adopt Resolution 15-37, authorizing the issuance and**
121 **sale of not more than \$6,500,000 aggregate principal amount of sales and excise tax**
122 **revenue refunding bonds, series 2015; and related matters. Council Member Strate**
123 **seconded the motion. Mayor Minster asked if there were further discussion, and seeing**
124 **none, he called the vote:**

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| 125 | | |
| 126 | Council Member Porter- | Yes |
| 127 | Council Member Strate- | Yes |
| 128 | Council Member Smith- | Yes |
| 129 | Council Member Orr- | Yes |
| 130 | | |

131 **Resolution 15-37 was adopted.**

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135 VI. **RECESS INTO COMMUNITY DEVELOPMENT RENEWAL AGENCY BOARD MEETING**

136 The mayor indicated it was time to recess into a CDRA Board meeting and called for a motion to do
137 so.

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139 **Council Member Orr moved to recess Council Meeting and convene as the CDRA Board, followed**
140 **by a second from Council Member Smith. The voice vote was unanimous in favor of the motion.**

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142 See separate minutes.

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145 VII. **RECONVENE CITY COUNCIL MEETING**

146 Motion from CDRA Meeting to reconvene City Council Meeting:

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148 **Board Member Porter moved to adjourn the CDRA meeting and reconvene as the South Ogden**
149 **City Council, followed by a second from Board Member Smith. Board Members Orr, Strate,**
150 **Smith and Porter all voted aye in favor of the motion.**

151

152 VIII. **DISCUSSION / ACTION ITEMS**

153 A. **Consideration of Previously Tabled Resolution 15-36 - Accepting Partial Repayment of**
154 **Indebtedness to the City of the South Ogden Community Development and Renewal**
155 **Agency**

156 City Manager Dixon explained this resolution accepted the repayment of the CDRA loan into
157 the water and sewer enterprise funds and general fund of the City.

158 Council Member Porter said the City should accept the repayment of the loan; the City had
159 needs in the water and sewer funds and in other areas of the City. The mayor agreed.

160 Council Member Strate asked how much money would be left in the CDRA fund. City
161 Manager Dixon said there was not enough money in the fund to pay the full debt all at once,
162 but the project area would continue to receive increment through 2021. It was the
163 Council's choice how the debt would be repaid. He reminded them that if a developer
164 were to come and want to do something in the project area, the CDRA could recalculate the
165 increment and use it to re-invest; they would not be left with nothing to work with. They
166 could also consider a new project area that would overlap the old one.

167 Council Member Strate said they needed to decide what to do with the money. Council
168 Member Smith agreed, but said this resolution was about whether to accept the repayment
169 or not; after that was decided, then they would have the discussion as to how and what the
170 money should be used for.

171 Finance Director Steve Liebersbach reminded the Council this was not a transfer of funds
172 from the CDRA to the City; it was a repayment of debt. The funds within a CDRA project
173 area were restricted to be used in that area. However, once the funds were used to repay
174 the debt to the City, the funds became the City's and were no longer restricted to be used in
175 the project area.

176 There was no more discussion. The mayor called for a motion.

177
178 **Council Member Smith moved to adopt Resolution 15-36. The motion was seconded by**
179 **Council Member Porter. The mayor asked if there were further discussion.** Council

180 Member Strate asked if the motion should include which fund should be repaid first and in
181 what order the other funds should be paid. City Attorney Bradshaw said the vote was only
182 about whether to accept repayment of the loan. They could have a discussion afterward
183 as to where the money was to go. Council Member Smith asked if the CDRA should have
184 determined where the money should go. Mr. Bradshaw said it was the Council's (City's)
185 decision, not the CDRA; they could best determine where the City's needs were. City
186 Manager Dixon stated staff already had a recommendation about where the money should
187 go: it was that the enterprise funds be paid first and the general fund to be paid next, but
188 over the next few years. However, the council could advise them otherwise if they felt
189 differently.

190 Council Member Smith said he could amend his motion but did not feel they were ready to
191 make a determination about how and when the money should be repaid. There was no
192 more discussion. **Mayor Minster called the vote:**

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| 194 | Council Member Smith- | Yes |
| 195 | Council Member Porter- | Yes |
| 196 | Council Member Orr- | Yes |
| 197 | Council Member Strate- | Yes |
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199 **Resolution 15-36 was adopted.**

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201 City Attorney Bradshaw pointed out that the Council would discuss how the money was
202 allocated no matter what, as it would have to come before them as a budget amendment.

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B. Consideration of Resolution 15-38 – Approving an Agreement With Utah Second District Juvenile Court for Graffiti Removal

The mayor invited Police Chief Darrin Parke to come forward concerning this item. The Chief said the agreement was something the City entered into each year. They used the graffiti removal services regularly and staff recommended approval. City Attorney Bradshaw pointed out that there was a change in this year’s agreement as to how the billing was handled. The billing would now be done on a case by case basis until it reached a total of \$1,500, then the Council would have to decide if they wanted to continue services or not. However, if the total billed services came in under \$1,500, the City would not lose money by paying the \$1,500 up front, as it had previously done. There was no more discussion on this item. The mayor called for a motion.

Council Member Strate moved to adopt Resolution 15-38, approving an agreement with Utah Second District Juvenile Court for graffiti removal. Council Member Orr seconded the motion. The mayor asked if there were further discussion, and seeing none, he made a roll call vote:

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| Council Member Strate- | Yes |
| Council Member Orr- | Yes |
| Council Member Porter- | Yes |
| Council Member Smith- | Yes |

The motion passed.

C. Consideration of Resolution 15-39 – Amending a Betterment Agreement with UDOT for Highway 89/Harrison Boulevard Intersection

This item was removed from the agenda earlier in the meeting.

D. Consideration of Resolution 15-40 – Approving an Agreement With VAR Resources for Lease of Mobile Data Computers for Police and Fire

The mayor asked Information & Communication Systems Administrator Brian Minster to speak to this item. Mr. Minster explained this lease would replace all the computers in police and fire vehicles. The current computers were five years old, two years over the recommended use time.

Council Member Smith asked if the computers would be compatible with the new Spielman software. Mr. Minster said they would be. Council Member Orr asked about budgeting for the computers. Mr. Minster said he would like to put money in the budget to replace them every three years, but often there was not money available. He also explained what would happen to the computers being replaced. He added that the new computers had a three year warranty on parts and labor; if they went past the three years, the City had to pay for parts and his time to do the repairs himself.

Council Member Smith asked what the City was paying per unit per year. Mr. Minster said he did not know the per year cost, but the per unit cost was approximately \$2,200. The lease amount for the entire package was \$22,060 per year, which also included the onboard printers for the vehicles. Mr. Smith asked if they had looked to see if buying the computers outright was more cost effective. Mr. Minster said he did not know what the purchase price without interest was, but the interest rate was 8.9%. He said on previous purchases of computers they had found it was better to lease them, as it freed up other money over the course of the lease; they did not need to come up with a large lump sum at once. At the end of the lease period, the warranty would be up and new equipment would be purchased. The warranty would cost the same whether the computers were purchased outright or leased. There was some discussion among the Council concerning the lease or

256 purchase of the computers and the warranty. Mr. Minster informed the Council the
257 company they were leasing from had a different program where they would purchase the
258 computers after the three year period and would therefore charge the City a -3% interest
259 rate. The concern was that if at the end of the three years there was not money to
260 purchase new computers, they would have no computers at all.
261 There was more discussion by the Council. Mr. Minster explained the cost difference
262 between buying the computers outright and leasing them was the 8.9% interest. Mr.
263 Smith asked if the company the lease was from was getting the best price per unit. Mr.
264 Minster explained the computers themselves were not purchased through the leasing
265 company itself; the leasing company only financed the lease. The company used for
266 purchasing the computers was under a purchasing contract for all the western states so the
267 cost of the computers was very good.
268 The Council discussed the matter and determined it was good to lease the computers to
269 free up the money for other things. The mayor called for a motion concerning the
270 resolution.

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272 **Council Member Smith moved to adopt Resolution 15-40, followed by a second from**
273 **Council Member Orr. After determining there was no further discussion, Mayor Minster**
274 **called the vote:**

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| 275 | | |
| 276 | Council Member Smith- | Yes |
| 277 | Council Member Orr- | Yes |
| 278 | Council Member Porter- | Yes |
| 279 | Council Member Strate- | Yes |
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281 **The lease agreement was approved.**

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284 **E. Consideration of Resolution 15-41 – Approving an Agreement With Five9’s for FTP Server**
285 **Access**

286 Information & Communication Systems Administrator Brian Minster explained Five9’s was
287 the company the City had purchased its phone system from. The City paid a support fee to
288 Shortel for upkeep and software downloads, but Shortel normally only dealt with dealers
289 like Five9’s. Because Mr. Minster had worked with Five9’s in setting up the phone system,
290 he had large knowledge of the system and software needed to run it; therefore, Five9’s was
291 allowing him to have access to their FTP server, which had all the updated information and
292 downloads. It would not cost the City any money for the access and save the City money
293 by providing downloads that otherwise would not be available without a cost. There was
294 no discussion. The mayor called for a motion.

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296 **Council Member Strate moved to adopt Resolution 15-40, approving an agreement with**
297 **Five9’s for FTP server access. Council Member Smith seconded the motion. There was**
298 **no more discussion. The vote was called:**

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|-----|-------------------------------|------------|
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| 300 | Council Member Strate- | Yes |
| 301 | Council Member Smith- | Yes |
| 302 | Council Member Porter- | Yes |
| 303 | Council Member Orr- | Yes |
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305 **Resolution 15-41 was adopted.**

309 IX. **DEPARTMENT DIRECTOR REPORTS**

310 A. **Fire Chief Cameron West – Open House Information**

311 Chief West informed the Council that Fire Prevention Week was coming up October 5-9. In
312 commemoration, the City was having an event on October 7. The Chief gave each of the
313 Council Members a flier concerning the event (see Attachment A). The fire department
314 had a new prop it was excited to try out and was also hoping to have a medical helicopter
315 land at the event. They hoped for a large turnout.
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318 X. **REPORTS**

319 A. **Mayor** – nothing to report.
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321 B. **City Council Members**

322 **Council Member Porter** – encouraged all the police officers, due to recent national
323 events, to wear their bullet proof vests all the time.
324

325 **Council Member Orr** – reported there had been six new reports of West Nile Virus among
326 the mosquito population in Weber County; one had been in South Ogden. She
327 encouraged everyone to eliminate standing water on their property.

328 She then reminded everyone of the SOBA meeting which would take place on Wednesday
329 at noon at Mountain Ridge Assisted Living.

330 She thanked Brian Minster for his help on setting up the Bonneville CTC website and then
331 announced a CTC picnic would be held on Wednesday here at the 40th Street Park. The
332 CTC would also be hosting a “medicine take-back” at the local RC Willey on September 26.
333 The CTC was also in need of volunteers.
334

335 **Council Member Strate** – reported the CTC would now be located at Bonneville High
336 School. He then commented about 5600 South and the weeds.

337 Mr. Strate then reported the cracks on Park Vista were 2 inches apart in some areas.
338 There were also many cracks on the trail in Nature Park.

339 He had also been asked by some residents if the entrance to The Club was wide enough
340 and if the arrows in the parking lot needed to be fixed.
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342 **Council Member Smith** – nothing to report.
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345 C. **City Manager** –

346 Referred the Council to his report in the packet concerning 5600 South. He also reported
347 he had met with the Department Directors concerning all the items the Council had been
348 discussing over the past few months. The goal was to have a work session with the Council
349 to prioritize the list and decide how to fund the projects. He explained that when one
350 member of the Council mentioned something, they may be frustrated because it did not get
351 done; however staff looked to receive direction from the Council as a whole to move
352 forward on something. He hoped that by prioritizing things it would eliminate
353 misunderstanding and frustration. He asked the Council to write down their projects and
354 concerns in preparation for the work session.

355 Council Member Orr asked if Mr. Dixon could send out a survey as he had previously done; it
356 had worked well. Mr. Dixon then asked the Council members to send him their projects so
357 they could put it in a survey.
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360 D. **City Attorney Ken Bradshaw** – nothing

361 XI. **RECESS CITY COUNCIL MEETING AND CONVENE INTO AN EXECUTIVE SESSION**

362 This agenda item was removed earlier in the meeting.

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365 XII. **ADJOURN**

366 There was no further business. Mayor Minster called for a motion to adjourn the meeting.

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368 **Council Member Strate moved to adjourn, followed by a second from Council Member Porter.**

369 **All present voted aye.**

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371 The meeting adjourned at 8:25 pm.

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I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Council Meeting held Tuesday, September 1, 2015.


Leesa Kapetanov, City Recorder

Date Approved by the City Council _____

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Attachment A
Fire Open House Flier

Not Approved

Open House

**South Ogden Fire Dept.
3950 Adams Avenue**

**October 7, 2015
6-8 pm**

- *Extinguisher Training**
- *Live Fire Demonstrations**
- *Fire Engine, Ambulance
& Ladder Truck Exhibits**

Hot Dogs & Cookies

| Vendor Number | Vendor Name | Invoice Date | Date Paid | Amount Paid |
|--|--------------------------------|--------------|------------|-------------|
| 01-11750 UTILITY CASH CLEARING | | | | |
| 94107 | NEAL, JOHN | 09/23/2015 | 09/29/2015 | 160.76 |
| 94108 | FAVERO, JAN | 09/23/2015 | 09/29/2015 | 144.80 |
| 94109 | TRUMAN MARKETING, LLC | 09/23/2015 | 09/29/2015 | 32.49 |
| 10-15121 Prepaid Health Insurance | | | | |
| 93807 | PEHP GROUP INSURANCE | 09/25/2015 | 09/29/2015 | 404.83 |
| 10-15210 COBRA Receivables | | | | |
| 90153 | EDUCATORS MUTUAL INSURANCE | 08/21/2015 | 09/02/2015 | 44.80 |
| 90153 | EDUCATORS MUTUAL INSURANCE | 09/21/2015 | 09/29/2015 | 22.40 |
| 93807 | PEHP GROUP INSURANCE | 09/25/2015 | 09/29/2015 | 809.66 |
| 10-21400 Credit Card Payable | | | | |
| 1739 | BANK OF UTAH | 09/15/2015 | 09/29/2015 | 178.56 |
| 10-22230 STATE WITHHOLDING PAYABLE | | | | |
| 5997 | UTAH STATE TAX COMMISSION | 09/04/2015 | 09/24/2015 | 7,131.88 |
| 5997 | UTAH STATE TAX COMMISSION | 09/18/2015 | 09/24/2015 | 7,072.72 |
| 10-22260 UNION DUES PAYABLE | | | | |
| 92957 | WEBER COUNTY LODGE #1 | 09/18/2015 | 09/24/2015 | 35.00 |
| 10-22276 United Way Payable | | | | |
| 90015 | UNITED WAY | 09/04/2015 | 09/24/2015 | 22.00 |
| 90015 | UNITED WAY | 09/18/2015 | 09/24/2015 | 22.00 |
| 10-22278 Wash Natn'l Ins Payable | | | | |
| 2072 | WASHINGTON NATIONAL INS. CO. | 09/01/2015 | 09/16/2015 | 1,194.75 |
| 10-22280 AFLAC Ins. Payable | | | | |
| 560 | AFLAC | 09/11/2015 | 09/29/2015 | 97.33 |
| 10-22281 DENTAL INSURANCE PAYABLE | | | | |
| 90153 | EDUCATORS MUTUAL INSURANCE | 08/21/2015 | 09/02/2015 | 4,103.50 |
| 90153 | EDUCATORS MUTUAL INSURANCE | 09/21/2015 | 09/29/2015 | 4,044.50 |
| 10-22282 HEALTH INSURANCE PAYABLE | | | | |
| 93807 | PEHP GROUP INSURANCE | 09/25/2015 | 09/29/2015 | 55,038.63 |
| 10-22283 Select Vision Payable | | | | |
| 93807 | PEHP GROUP INSURANCE | 09/25/2015 | 09/29/2015 | 415.06 |
| 10-22284 Liberty National Ins Payable | | | | |
| 4095 | LIBERTY NATIONAL LIFE INS. CO. | 09/01/2015 | 09/02/2015 | 371.10 |
| 10-22285 GARNISHMENTS PAYABLE | | | | |
| 5865 | OFFICE OF RECOVERY SERVICES | 09/04/2015 | 09/08/2015 | 170.77 |
| 5865 | OFFICE OF RECOVERY SERVICES | 09/04/2015 | 09/08/2015 | 173.40 |
| 5865 | OFFICE OF RECOVERY SERVICES | 09/18/2015 | 09/24/2015 | 170.77 |
| 5865 | OFFICE OF RECOVERY SERVICES | 09/18/2015 | 09/24/2015 | 173.40 |
| 89062 | UHEAA | 09/18/2015 | 09/24/2015 | 7.78 |
| 10-22290 DISABILITY PAYABLE | | | | |
| 5994 | PUBLIC EMPLOYEES LT DISABILITY | 09/04/2015 | 09/24/2015 | 701.81 |
| 5994 | PUBLIC EMPLOYEES LT DISABILITY | 09/18/2015 | 09/24/2015 | 710.75 |
| 10-22291 LIFE INSURANCE PAYABLE | | | | |
| 5100 | LIFEMAP ASSURANCE COMPANY | 08/26/2015 | 09/02/2015 | 700.47 |
| 10-23115 Football Equipment Deposit | | | | |
| 92107 | VALDEZ, FERNANDO | 09/23/2015 | 09/29/2015 | 100.00 |
| 92107 | VALDEZ, FERNANDO | 09/23/2015 | 09/29/2015 | 31.00- |
| 92107 | VALDEZ, FERNANDO | 09/23/2015 | 09/29/2015 | 34.29- |
| 93711 | YOUNG, JOSHUA | 09/23/2015 | 09/29/2015 | 100.00 |
| 93711 | YOUNG, JOSHUA | 09/23/2015 | 09/29/2015 | 31.00- |
| 93711 | YOUNG, JOSHUA | 09/23/2015 | 09/29/2015 | 5.00- |
| 94110 | DUMAS, HEATHER | 09/23/2015 | 09/29/2015 | 100.00 |
| 94110 | DUMAS, HEATHER | 09/23/2015 | 09/29/2015 | 31.00- |
| 10-23230 PARK BOWERY DEPOSITS PAYABLE | | | | |
| 7249 | LINDQUIST MEMORIAL PARK | 09/16/2015 | 09/24/2015 | 25.00 |
| 90852 | DECARIA, JANET | 09/02/2015 | 09/02/2015 | 25.00 |
| 91232 | CARMELO, TERESA | 09/09/2015 | 09/24/2015 | 25.00 |
| 91386 | MARBLE, GOLDEN | 08/20/2015 | 09/02/2015 | 25.00 |

| Vendor Number | Vendor Name | Invoice Date | Date Paid | Amount Paid |
|------------------|-------------------------------------|--------------|------------|-------------|
| 91509 | SCHMIDT, MANDY CLARK | 09/05/2015 | 09/29/2015 | 25.00 |
| 91511 | TURNER, NATALIE | 09/13/2015 | 09/24/2015 | 25.00 |
| 92557 | DIAZ, DAISY | 09/02/2015 | 09/02/2015 | 25.00 |
| 92852 | WOOD, ROBERT | 09/02/2015 | 09/02/2015 | 25.00 |
| 93540 | JENSEN, EMILIE | 09/02/2015 | 09/02/2015 | 25.00 |
| 93616 | BYBEE, ALAN | 09/02/2015 | 09/02/2015 | 25.00 |
| 93634 | KNOWLES, JEFF | 08/22/2015 | 09/02/2015 | 25.00 |
| 93638 | HESS, TYLER | 08/28/2015 | 09/08/2015 | 25.00 |
| 94080 | STEPHENS, AIMEE | 08/20/2015 | 09/02/2015 | 25.00 |
| 94088 | MACFARLANE, ALEXANDRIA | 08/30/2015 | 09/08/2015 | 25.00 |
| 94089 | CALLISTER, LYNDA | 08/29/2015 | 09/08/2015 | 25.00 |
| 94090 | WILDE, HOLLY | 08/29/2015 | 09/08/2015 | 25.00 |
| 94091 | JIMERSON, CHRISTA | 08/30/2015 | 09/08/2015 | 25.00 |
| 94092 | SAWYER, EILEEN | 08/28/2015 | 09/08/2015 | 25.00 |
| 94103 | GALINDO, CYNTHIA | 09/12/2015 | 09/29/2015 | 25.00 |
| 94104 | JENSEN, SHARON | 09/07/2015 | 09/29/2015 | 25.00 |
| 10-23260 | BAIL HELD IN TRUST PAYABLE | | | |
| 94081 | GRIFFITH, MATTHEW | 08/19/2015 | 09/02/2015 | 160.00 |
| 10-32-160 | Good Landlord Fees | | | |
| 4846 | ORR, SALLEE | 09/02/2015 | 09/08/2015 | 96.66 |
| 10-34-352 | Comp Youth Basketball | | | |
| 93706 | MARTINSON, MARTY | 09/04/2015 | 09/29/2015 | 350.00 |
| 10-34-360 | Comp Adult Futsal | | | |
| 94111 | SHEPHERD, BRANDY | 08/11/2015 | 09/29/2015 | 350.00 |
| 94112 | SABEY, KALLIE | 08/10/2015 | 09/29/2015 | 350.00 |
| 94113 | HARRIS, EVA | 08/10/2015 | 09/29/2015 | 350.00 |
| 10-34-450 | Volleyball Registration | | | |
| 735 | ANDERSEN, JON | 09/03/2015 | 09/29/2015 | 45.00 |
| 735 | ANDERSEN, JON | 09/03/2015 | 09/29/2015 | 5.00 |
| 93199 | MOORE, JOHN | 08/11/2015 | 09/29/2015 | 40.00 |
| 10-34-500 | Football | | | |
| 93711 | YOUNG, JOSHUA | 09/23/2015 | 09/29/2015 | 85.00 |
| 93711 | YOUNG, JOSHUA | 09/23/2015 | 09/29/2015 | 22.86- |
| 10-34-850 | Bowery Rental | | | |
| 93616 | BYBEE, ALAN | 09/02/2015 | 09/02/2015 | 50.00 |
| 10-35-200 | Fines- Regular | | | |
| 93138 | LOWE, MATTHEW | 08/03/2015 | 09/02/2015 | 75.00 |
| 93138 | LOWE, MATTHEW | 09/04/2015 | 09/08/2015 | 75.00 |
| 10-36-900 | Misc. Revenue | | | |
| 91950 | CRIDDLES CAFE | 09/09/2015 | 09/14/2015 | 28.51 |
| 10-41-230 | Travel & Training | | | |
| 94094 | EVENBRITE | 09/02/2015 | 09/14/2015 | 55.00 |
| 94094 | EVENBRITE | 09/02/2015 | 09/14/2015 | 55.00 |
| 10-42-320 | Prosecutorial Fees | | | |
| 5017 | POLL, BRANDON L. | 08/24/2015 | 09/08/2015 | 200.00 |
| 5017 | POLL, BRANDON L. | 08/24/2015 | 09/08/2015 | 200.00 |
| 5017 | POLL, BRANDON L. | 08/24/2015 | 09/08/2015 | 200.00 |
| 5017 | POLL, BRANDON L. | 08/24/2015 | 09/08/2015 | 200.00 |
| 10-43-230 | Travel & Training | | | |
| 5142 | RIVERDALE CITY | 08/19/2015 | 09/02/2015 | 71.95 |
| 94097 | SMITH, LISA | 09/23/2015 | 09/24/2015 | 172.50 |
| 94115 | LA QUINTA INN | 09/15/2015 | 09/28/2015 | 178.56 |
| 10-43-275 | State Surcharge | | | |
| 5955 | UTAH STATE TREASURER | 08/31/2015 | 09/08/2015 | 10,699.71 |
| 10-43-300 | Public Defender Fees | | | |
| 88617 | BUSHELL, RYAN | 08/10/2015 | 09/08/2015 | 1,600.00 |
| 10-43-310 | Professional & Technical | | | |
| 5511 | SUPERIOR WATER AND AIR, INC. | 09/01/2015 | 09/02/2015 | 19.95 |

| Vendor Number | Vendor Name | Invoice Date | Date Paid | Amount Paid |
|--|--------------------------------|--------------|------------|-------------|
| 5511 | SUPERIOR WATER AND AIR, INC. | 09/23/2015 | 09/24/2015 | 19.95 |
| 91650 | CINTAS FIRST AID & SAFETY | 09/15/2015 | 09/24/2015 | 37.32 |
| 93794 | LANGUAGE LINE SERVICES | 08/31/2015 | 09/24/2015 | 26.64 |
| 10-43-330 Witness Fees | | | | |
| 94106 | ACKERMAN, TIMOTHY | 09/21/2015 | 09/29/2015 | 18.50 |
| 10-43-649 Lease Interest/Taxes | | | | |
| 5126 | REVCO LEASING CO. | 09/15/2015 | 09/29/2015 | 43.06 |
| 10-43-650 Lease Payments | | | | |
| 5126 | REVCO LEASING CO. | 09/15/2015 | 09/29/2015 | 109.87 |
| 10-44-210 Books, Subscriptions & Member | | | | |
| 2081 | COSTCO MEMBERSHIP | 09/14/2015 | 09/16/2015 | 78.34 |
| 10-44-230 Travel & Training | | | | |
| 2276 | DIXON, MATT | 09/23/2015 | 09/24/2015 | 852.00 |
| 5482 | SUBWAY | 09/09/2015 | 09/14/2015 | 20.11 |
| 91958 | UGFOA | 09/15/2015 | 09/24/2015 | 100.00 |
| 94068 | GAILEY, DOUG | 09/23/2015 | 09/24/2015 | 40.25 |
| 10-44-240 Office Supplies & Miscell | | | | |
| 5343 | STAPLES | 09/05/2015 | 09/16/2015 | 350.46 |
| 94093 | WWW.ATAGLANCE.COM | 09/11/2015 | 09/14/2015 | 13.98 |
| 10-44-248 Vehicle Maintenance | | | | |
| 93693 | MAGIC WASH | 09/10/2015 | 09/14/2015 | 7.00 |
| 10-44-280 Telephone | | | | |
| 5326 | SPRINT | 08/28/2015 | 09/16/2015 | 68.65 |
| 6006 | VERIZON WIRELESS | 08/23/2015 | 09/16/2015 | 13.34 |
| 6006 | VERIZON WIRELESS | 08/23/2015 | 09/16/2015 | 40.01 |
| 10-44-300 Gas, Oil & Tires | | | | |
| 2970 | STATE OF UTAH GAS CARD-FUELMAN | 09/04/2015 | 09/16/2015 | 58.45 |
| 10-44-310 Professional & Technical | | | | |
| 4297 | NATIONAL BENEFITS SERVICES | 08/31/2015 | 09/02/2015 | 50.00 |
| 5435 | STERLING CODIFERS | 08/14/2015 | 09/02/2015 | 3,108.00 |
| 5435 | STERLING CODIFERS | 08/14/2015 | 09/02/2015 | 20.00 |
| 5511 | SUPERIOR WATER AND AIR, INC. | 09/23/2015 | 09/24/2015 | 19.95 |
| 88015 | IHC WORK MED | 09/01/2015 | 09/16/2015 | 44.00 |
| 91583 | HEALTH EQUITY INC | 08/01/2015 | 09/02/2015 | 153.40 |
| 91583 | HEALTH EQUITY INC | 09/10/2015 | 09/16/2015 | 171.10 |
| 10-44-329 Computer Repairs | | | | |
| 88031 | DELL MARKETING L.P. | 09/09/2015 | 09/14/2015 | 320.51 |
| 88031 | DELL MARKETING L.P. | 09/09/2015 | 09/14/2015 | 20.54 |
| 10-44-649 Lease Interest/Taxes | | | | |
| 5126 | REVCO LEASING CO. | 09/15/2015 | 09/29/2015 | 62.96 |
| 10-44-650 Lease Payments | | | | |
| 5126 | REVCO LEASING CO. | 09/15/2015 | 09/29/2015 | 173.56 |
| 10-49-130 Retirement Benefits | | | | |
| 90153 | EDUCATORS MUTUAL INSURANCE | 08/21/2015 | 09/02/2015 | 22.40 |
| 90153 | EDUCATORS MUTUAL INSURANCE | 09/21/2015 | 09/29/2015 | 22.40 |
| 10-49-220 Public Notices | | | | |
| 4750 | OGDEN PUBLISHING CORPORATION | 08/31/2015 | 09/08/2015 | 101.24 |
| 4750 | OGDEN PUBLISHING CORPORATION | 08/31/2015 | 09/08/2015 | 101.24 |
| 10-49-260 Workers Compensation | | | | |
| 5968 | UTAH LOCAL GOVERNMENTS TRUST | 09/14/2015 | 09/29/2015 | 4,697.97 |
| 10-49-291 Newsletter Printing | | | | |
| 7652 | ALPHAGRAPHICS | 09/04/2015 | 09/08/2015 | 862.80 |
| 93429 | MAILCHIMP | 08/28/2015 | 09/02/2015 | 30.00 |
| 10-49-310 Auditors | | | | |
| 92705 | KEDDINGTON & CHRISTENSEN, LLC | 08/25/2015 | 09/02/2015 | 2,250.00 |
| 10-49-321 I/T Supplies | | | | |
| 1876 | CERTIFIED ENGINEERING SYSTEMS | 08/21/2015 | 09/16/2015 | 456.00 |
| 1876 | CERTIFIED ENGINEERING SYSTEMS | 08/21/2015 | 09/16/2015 | 15.00 |

| Vendor Number | Vendor Name | Invoice Date | Date Paid | Amount Paid |
|---|---------------------------------|--------------|------------|-------------|
| 1876 | CERTIFIED ENGINEERING SYSTEMS | 09/09/2015 | 09/16/2015 | 349.00 |
| 2134 | CROSSACTION COMPUTERS | 09/09/2015 | 09/14/2015 | 9.99 |
| 88468 | CDW-G | 08/17/2015 | 09/16/2015 | 81.89 |
| 89389 | NEW EGG | 09/09/2015 | 09/14/2015 | 84.99 |
| 89389 | NEW EGG | 09/09/2015 | 09/14/2015 | 18.16 |
| 10-49-322 Computer Contracts | | | | |
| 4281 | MVI - MILLENNIAL VISION, INC. | 09/01/2015 | 09/16/2015 | 3,320.00 |
| 88031 | DELL MARKETING L.P. | 08/28/2015 | 09/16/2015 | 4,238.96 |
| 88031 | DELL MARKETING L.P. | 08/27/2015 | 09/16/2015 | 2,161.90 |
| 10-49-329 Computer Repairs | | | | |
| 90703 | USCUTTER | 09/09/2015 | 09/14/2015 | 64.98 |
| 10-49-520 Employee Assistance Plan | | | | |
| 1495 | BLOMQUIST HALE CONSULTING GROU | 09/01/2015 | 09/08/2015 | 300.00 |
| 10-49-597 Employee Recognition Prog | | | | |
| 2092 | CAPITAL ONE COMMERCIAL (COSTCO) | 08/17/2015 | 09/08/2015 | 39.36 |
| 8066 | MACEY'S | 08/18/2015 | 09/02/2015 | 738.66 |
| 8066 | MACEY'S | 08/18/2015 | 09/02/2015 | 30.00 |
| 8066 | MACEY'S | 08/18/2015 | 09/02/2015 | 30.00 |
| 89700 | LIFETIME PRODUCTS | 08/14/2015 | 09/02/2015 | 297.00 |
| 91908 | MOUNTAIN RIDGDE ASSIST LIVING | 09/10/2015 | 09/16/2015 | 300.00 |
| 10-49-600 Community Programs | | | | |
| 2081 | COSTCO MEMBERSHIP | 09/14/2015 | 09/16/2015 | 39.25 |
| 2117 | CROWN TROPHY | 09/10/2015 | 09/24/2015 | 127.00 |
| 6006 | VERIZON WIRELESS | 08/23/2015 | 09/16/2015 | 13.34 |
| 6121 | WAL-MART STORES, INC. | 08/31/2015 | 09/14/2015 | 20.79 |
| 7652 | ALPHAGRAPHICS | 09/09/2015 | 09/16/2015 | 5.00 |
| 8066 | MACEY'S | 09/03/2015 | 09/14/2015 | 61.40 |
| 8066 | MACEY'S | 09/01/2015 | 09/14/2015 | 50.41 |
| 89038 | CAFE RIO | 09/01/2015 | 09/14/2015 | 122.66 |
| 91527 | JIMMY JOHN'S DELI | 08/26/2015 | 09/14/2015 | 136.39 |
| 93020 | McCULLOUGH, JILL | 09/15/2015 | 09/24/2015 | 15.33 |
| 94095 | MAGANA, FERNANDO | 09/14/2015 | 09/16/2015 | 200.00 |
| 94096 | BUTLER, PENNY | 09/16/2015 | 09/24/2015 | 22.00 |
| 10-49-605 Continuing Education | | | | |
| 1682 | BRONSON, BRET | 08/25/2015 | 09/02/2015 | 684.00 |
| 10-49-607 Soba | | | | |
| 2092 | CAPITAL ONE COMMERCIAL (COSTCO) | 08/05/2015 | 09/08/2015 | 183.82 |
| 10-49-615 SoFi - Recognition Program | | | | |
| 89037 | THE PIE PIZZERIA | 09/10/2015 | 09/14/2015 | 47.47 |
| 10-49-620 Youth City Council | | | | |
| 6370 | WEEKS, ZALINDA LANETTE | 09/15/2015 | 09/24/2015 | 10.74 |
| 6370 | WEEKS, ZALINDA LANETTE | 09/15/2015 | 09/24/2015 | 11.47 |
| 6370 | WEEKS, ZALINDA LANETTE | 09/15/2015 | 09/24/2015 | 22.42 |
| 6370 | WEEKS, ZALINDA LANETTE | 09/15/2015 | 09/24/2015 | 281.00 |
| 10-49-750 Capital Outlay | | | | |
| 93887 | CVE TECHNOLOGIES GROUP | 08/20/2015 | 09/16/2015 | 650.00 |
| 10-51-260 Senior Center Maint & Util | | | | |
| 2021 | COMCAST | 08/15/2015 | 09/02/2015 | 151.03 |
| 4230 | QUESTAR | 08/24/2015 | 09/02/2015 | 13.89 |
| 4230 | QUESTAR | 09/23/2015 | 09/29/2015 | 19.04 |
| 6000 | ROCKY MOUNTAIN POWER | 08/27/2015 | 09/02/2015 | 711.96 |
| 10-51-262 Old City Hall Utilities | | | | |
| 4230 | QUESTAR | 08/31/2015 | 09/08/2015 | 29.10 |
| 4230 | QUESTAR | 09/23/2015 | 09/29/2015 | 45.17 |
| 6000 | ROCKY MOUNTAIN POWER | 08/27/2015 | 09/02/2015 | 332.05 |
| 10-51-263 Fire Station #82 Utilities | | | | |
| 4230 | QUESTAR | 08/21/2015 | 09/02/2015 | 32.80 |
| 4230 | QUESTAR | 09/22/2015 | 09/29/2015 | 38.23 |

| Vendor Number | Vendor Name | Invoice Date | Date Paid | Amount Paid |
|------------------|---|--------------|------------|-------------|
| 6000 | ROCKY MOUNTAIN POWER | 08/31/2015 | 09/16/2015 | 615.20 |
| 10-51-264 | Station #82 Maintenance | | | |
| 270 | AIR SOLUTIONS, INC. | 07/29/2015 | 09/24/2015 | 547.00 |
| 6028 | VALLEY GLASS RESIDENTIAL | 08/19/2015 | 09/02/2015 | 412.00 |
| 10-51-265 | Cleaning Contract | | | |
| 1727 | BUTTARS CLEANING | 08/01/2015 | 09/08/2015 | 900.00 |
| 5115 | RECOMMENDED BUILDING MAINTENAN | 09/01/2015 | 09/08/2015 | 1,299.50 |
| 10-51-270 | New City Hall Maintenance | | | |
| 1661 | BRADY INDUSTRIES | 08/15/2015 | 09/16/2015 | 687.19 |
| 1860 | CONSOLIDATED ELECTRICAL DIST. | 09/10/2015 | 09/24/2015 | 327.00 |
| 2959 | G & K SERVICES | 08/18/2015 | 09/02/2015 | 25.62 |
| 2959 | G & K SERVICES | 08/25/2015 | 09/02/2015 | 25.62 |
| 2959 | G & K SERVICES | 09/08/2015 | 09/16/2015 | 25.62 |
| 2959 | G & K SERVICES | 09/01/2015 | 09/16/2015 | 25.62 |
| 2959 | G & K SERVICES | 09/15/2015 | 09/24/2015 | 25.62 |
| 2959 | G & K SERVICES | 09/22/2015 | 09/29/2015 | 25.62 |
| 3017 | ROBERTSON, CHERYL | 09/01/2015 | 09/16/2015 | 150.00 |
| 3580 | INTERSTATE BARRICADES | 05/15/2015 | 09/02/2015 | 29.50 |
| 6460 | WHITEHEAD WHOLESALE ELECTRIC | 08/27/2015 | 09/08/2015 | 100.64 |
| 6460 | WHITEHEAD WHOLESALE ELECTRIC | 09/02/2015 | 09/16/2015 | 81.02 |
| 10-51-275 | New City Hall Utilities | | | |
| 4230 | QUESTAR | 08/25/2015 | 09/02/2015 | 522.11 |
| 4230 | QUESTAR | 09/24/2015 | 09/29/2015 | 638.04 |
| 6000 | ROCKY MOUNTAIN POWER | 08/27/2015 | 09/02/2015 | 7,283.43 |
| 10-52-310 | Professional & Technical Servi | | | |
| 4018 | LANDMARK DESIGN | 06/30/2015 | 09/29/2015 | 3,904.90 |
| 4018 | LANDMARK DESIGN | 07/31/2015 | 09/29/2015 | 6,773.25 |
| 4018 | LANDMARK DESIGN | 08/31/2015 | 09/29/2015 | 5,362.00 |
| 6145 | WASATCH CIVIL ENGINEERING CORP | 09/02/2015 | 09/08/2015 | 47.00 |
| 6145 | WASATCH CIVIL ENGINEERING CORP | 09/02/2015 | 09/08/2015 | 611.00 |
| 93626 | YORK HOWELL, LLC | 09/15/2015 | 09/23/2015 | 319.00 |
| 10-55-130 | Benefits - DPS | | | |
| 5945 | UTAH RETIREMENT SYSTEMS | 09/16/2015 | 09/24/2015 | 208.60 |
| 10-55-131 | WTC - A/C Contract | | | |
| 2970 | STATE OF UTAH GAS CARD-FUELMAN | 09/04/2015 | 09/16/2015 | 67.73 |
| 5944 | UTAH COMMUNICATIONS AUTHORITY | 07/31/2015 | 09/08/2015 | 23.25 |
| 6006 | VERIZON WIRELESS | 08/23/2015 | 09/16/2015 | 40.01 |
| 91707 | FACTORY MOTOR PARTS CO. | 09/02/2015 | 09/08/2015 | 104.66 |
| 10-55-132 | Liquor Funds Expenditures | | | |
| 91866 | UPS | 08/24/2015 | 09/02/2015 | 22.53 |
| 91866 | UPS | 09/08/2015 | 09/14/2015 | 16.02 |
| 91866 | UPS | 09/14/2015 | 09/23/2015 | 16.02 |
| 10-55-230 | Travel & Training - Police | | | |
| 2289 | DISNEY, KAREN | 08/27/2015 | 09/02/2015 | 115.00 |
| 2289 | DISNEY, KAREN | 09/23/2015 | 09/24/2015 | 48.00 |
| 2480 | EDWARDS, MARCI | 08/27/2015 | 09/02/2015 | 115.00 |
| 3228 | HAMPTON INN/ST. GEORGE | 09/18/2015 | 09/28/2015 | 233.92 |
| 3228 | HAMPTON INN/ST. GEORGE | 09/18/2015 | 09/28/2015 | 233.92 |
| 3228 | HAMPTON INN/ST. GEORGE | 09/18/2015 | 09/28/2015 | 323.20 |
| 4074 | LEXIPOL, LLC | 09/01/2015 | 09/16/2015 | 2,000.00 |
| 4891 | PAULSEN, CINDEE | 08/27/2015 | 09/02/2015 | 115.00 |
| 94082 | TRUMP HOTEL | 08/25/2015 | 09/02/2015 | 267.24 |
| 10-55-240 | Office Supplies - Police | | | |
| 3511 | RICOH USA, INC | 08/23/2015 | 09/08/2015 | 104.16 |
| 5343 | STAPLES | 08/21/2015 | 09/02/2015 | 114.19 |
| 5343 | STAPLES | 08/20/2015 | 09/02/2015 | 83.46- |
| 5343 | STAPLES | 09/03/2015 | 09/08/2015 | 372.55 |

| Vendor Number | Vendor Name | Invoice Date | Date Paid | Amount Paid |
|---------------|---------------------------------|--------------|------------|-------------|
| 10-55-245 | Clothing Contract - Police | | | |
| 104 | A-1 UNIFORMS | 08/14/2015 | 09/02/2015 | 69.88 |
| 104 | A-1 UNIFORMS | 08/21/2015 | 09/02/2015 | 452.92 |
| 104 | A-1 UNIFORMS | 09/01/2015 | 09/24/2015 | 112.76 |
| 10-55-246 | Special Dept Supplies - Police | | | |
| 2092 | CAPITAL ONE COMMERCIAL (COSTCO) | 08/14/2015 | 09/08/2015 | 123.61 |
| 2267 | DE'S KEY SERVICE | 08/27/2015 | 09/02/2015 | 28.50 |
| 5322 | SMITH'S | 09/08/2015 | 09/14/2015 | 52.13 |
| 5511 | SUPERIOR WATER AND AIR, INC. | 09/08/2015 | 09/08/2015 | 19.95 |
| 8066 | MACEY'S | 08/21/2015 | 09/02/2015 | 52.98 |
| 91934 | US POSTAL SERVICE | 09/09/2015 | 09/23/2015 | 2.74 |
| 92365 | STEARNS WEAR /SPITSOCK | 08/21/2015 | 09/02/2015 | 86.25 |
| 93381 | DUNKIN DONUTS | 09/08/2015 | 09/14/2015 | 29.97 |
| 94083 | CRIMESCENE.COM | 08/26/2015 | 09/02/2015 | 33.49 |
| 94084 | IN & OUT BURGERS | 08/25/2015 | 09/02/2015 | 9.47 |
| 10-55-247 | Animal Control Costs | | | |
| 104 | A-1 UNIFORMS | 08/28/2015 | 09/24/2015 | 221.28 |
| 104 | A-1 UNIFORMS | 08/28/2015 | 09/24/2015 | 222.28 |
| 1653 | BROOKSIDE ANIMAL HOSPITAL | 08/15/2015 | 09/16/2015 | 14.00 |
| 5343 | STAPLES | 09/15/2015 | 09/24/2015 | 104.17 |
| 5343 | STAPLES | 09/16/2015 | 09/24/2015 | 18.67 |
| 6121 | WAL-MART STORES, INC. | 09/02/2015 | 09/08/2015 | 65.48 |
| 6360 | WEBER COUNTY TRANSFER STATION | 08/31/2015 | 09/16/2015 | 5.00 |
| 90558 | ANIMAL CARE VET ANIMAL HOSPITAL | 08/31/2015 | 09/24/2015 | 1,781.48 |
| 90752 | AMAZON.COM | 09/03/2015 | 09/08/2015 | 55.98 |
| 90752 | AMAZON.COM | 09/22/2015 | 09/28/2015 | 8.99 |
| 91116 | HEARTSONG SPAY-NEUTER CLINIC | 08/19/2015 | 09/16/2015 | 79.50 |
| 91116 | HEARTSONG SPAY-NEUTER CLINIC | 09/02/2015 | 09/16/2015 | 68.00 |
| 91116 | HEARTSONG SPAY-NEUTER CLINIC | 07/28/2015 | 09/16/2015 | 9.50 |
| 91455 | MILLCREEK ANIMAL HOSPITAL | 08/14/2015 | 09/16/2015 | 7.55 |
| 91455 | MILLCREEK ANIMAL HOSPITAL | 09/02/2015 | 09/16/2015 | 20.00 |
| 91455 | MILLCREEK ANIMAL HOSPITAL | 08/11/2015 | 09/16/2015 | 7.50 |
| 91455 | MILLCREEK ANIMAL HOSPITAL | 08/07/2015 | 09/16/2015 | 130.00 |
| 91455 | MILLCREEK ANIMAL HOSPITAL | 08/05/2015 | 09/16/2015 | 57.86 |
| 91455 | MILLCREEK ANIMAL HOSPITAL | 07/29/2015 | 09/16/2015 | 192.25 |
| 91455 | MILLCREEK ANIMAL HOSPITAL | 08/11/2015 | 09/16/2015 | 20.00 |
| 91866 | UPS | 08/31/2015 | 09/08/2015 | 13.95 |
| 10-55-248 | Vehicle Maintenance - Police | | | |
| 1459 | BIG O TIRES | 09/23/2015 | 09/29/2015 | 20.00 |
| 2992 | GENUINE PARTS CO./NAPA (SLC) | 09/23/2015 | 09/29/2015 | 27.90 |
| 6420 | WESTLAND FORD | 08/13/2015 | 09/02/2015 | 45.10 |
| 6420 | WESTLAND FORD | 08/25/2015 | 09/08/2015 | 19.86 |
| 6420 | WESTLAND FORD | 09/01/2015 | 09/08/2015 | 19.86 |
| 6420 | WESTLAND FORD | 09/01/2015 | 09/08/2015 | 19.86 |
| 6420 | WESTLAND FORD | 09/01/2015 | 09/08/2015 | 19.86 |
| 6420 | WESTLAND FORD | 09/02/2015 | 09/08/2015 | 19.86 |
| 6420 | WESTLAND FORD | 09/17/2015 | 09/29/2015 | 516.16 |
| 6420 | WESTLAND FORD | 09/23/2015 | 09/29/2015 | 792.49 |
| 6420 | WESTLAND FORD | 09/16/2015 | 09/29/2015 | 19.86 |
| 6420 | WESTLAND FORD | 09/24/2015 | 09/29/2015 | 117.23 |
| 6420 | WESTLAND FORD | 09/24/2015 | 09/29/2015 | 7.49 |
| 89878 | GOLDEN SPIKE HARLEY-DAVIDSON | 08/14/2015 | 09/02/2015 | 2,859.33 |
| 89878 | GOLDEN SPIKE HARLEY-DAVIDSON | 08/14/2015 | 09/02/2015 | 190.49 |
| 89878 | GOLDEN SPIKE HARLEY-DAVIDSON | 09/17/2015 | 09/29/2015 | 215.95 |
| 91707 | FACTORY MOTOR PARTS CO. | 08/18/2015 | 09/02/2015 | 104.66 |
| 92651 | FIRST CALL (O'REILLY) | 08/25/2015 | 09/08/2015 | .90 |
| 92651 | FIRST CALL (O'REILLY) | 08/31/2015 | 09/08/2015 | 68.52 |

| Vendor Number | Vendor Name | Invoice Date | Date Paid | Amount Paid |
|------------------|--|--------------|------------|-------------|
| 92651 | FIRST CALL (O'REILLY) | 08/31/2015 | 09/08/2015 | 68.52 |
| 92651 | FIRST CALL (O'REILLY) | 08/31/2015 | 09/08/2015 | 69.01 |
| 92651 | FIRST CALL (O'REILLY) | 08/31/2015 | 09/08/2015 | 68.52- |
| 92651 | FIRST CALL (O'REILLY) | 09/11/2015 | 09/29/2015 | 4.98 |
| 10-55-280 | Telephone/Internet - Police | | | |
| 4228 | CENTURY LINK | 09/01/2015 | 09/24/2015 | 192.28 |
| 5326 | SPRINT | 08/28/2015 | 09/16/2015 | 689.15 |
| 6006 | VERIZON WIRELESS | 08/23/2015 | 09/16/2015 | 1,039.27 |
| 10-55-300 | Gas, Oil & Tires - Police | | | |
| 2970 | STATE OF UTAH GAS CARD-FUELMAN | 09/04/2015 | 09/16/2015 | 4,541.22 |
| 3613 | JACK'S TIRE & OIL, INC. | 09/02/2015 | 09/08/2015 | 670.56 |
| 3613 | JACK'S TIRE & OIL, INC. | 09/15/2015 | 09/29/2015 | 670.56 |
| 3613 | JACK'S TIRE & OIL, INC. | 09/16/2015 | 09/29/2015 | 666.56 |
| 10-55-310 | Professional & Tech - Police | | | |
| 4074 | LEXIPOL, LLC | 09/01/2015 | 09/16/2015 | 2,450.00 |
| 5308 | SHRED MASTERS | 09/22/2015 | 09/24/2015 | 30.00 |
| 5944 | UTAH COMMUNICATIONS AUTHORITY | 07/31/2015 | 09/08/2015 | 1,162.50 |
| 88015 | IHC WORK MED | 09/01/2015 | 09/16/2015 | 44.00 |
| 88015 | IHC WORK MED | 09/01/2015 | 09/16/2015 | 44.00 |
| 88015 | IHC WORK MED | 09/01/2015 | 09/16/2015 | 44.00 |
| 88015 | IHC WORK MED | 09/01/2015 | 09/16/2015 | 44.00 |
| 10-55-649 | Lease Interest/Taxes | | | |
| 3511 | RICOH USA, INC | 09/23/2015 | 09/28/2015 | 54.25 |
| 10-55-650 | Lease Payments - Police | | | |
| 3511 | RICOH USA, INC | 09/23/2015 | 09/28/2015 | 182.66 |
| 94085 | VAR RESOURCES, INC | 09/03/2015 | 09/03/2015 | 14,869.59 |
| 94085 | VAR RESOURCES, INC | 09/03/2015 | 09/03/2015 | 2,059.63 |
| 10-55-700 | Small Equipment - Police | | | |
| 93071 | DISCOUNT GUNS & AMMO | 09/14/2015 | 09/24/2015 | 954.00 |
| 10-57-210 | Memberships, Books & Subscriptn | | | |
| 2081 | COSTCO MEMBERSHIP | 09/14/2015 | 09/16/2015 | 78.34 |
| 10-57-246 | Special Department Supplies | | | |
| 2092 | CAPITAL ONE COMMERCIAL (COSTCO) | 07/29/2015 | 09/08/2015 | 46.67 |
| 2092 | CAPITAL ONE COMMERCIAL (COSTCO) | 07/29/2015 | 09/08/2015 | 1.37- |
| 2092 | CAPITAL ONE COMMERCIAL (COSTCO) | 08/11/2015 | 09/08/2015 | 161.49 |
| 4159 | LOWE'S BUSINESS ACCOUNT | 08/24/2015 | 09/02/2015 | 15.77 |
| 5511 | SUPERIOR WATER AND AIR, INC. | 09/23/2015 | 09/24/2015 | 19.95 |
| 5511 | SUPERIOR WATER AND AIR, INC. | 09/23/2015 | 09/24/2015 | 19.95 |
| 8066 | MACEY'S | 09/09/2015 | 09/14/2015 | 30.16 |
| 89022 | BEST BUY | 09/11/2015 | 09/23/2015 | 246.17 |
| 10-57-250 | Vehicle Maintenance | | | |
| 92581 | LARRY H MILLER | 08/28/2015 | 09/08/2015 | 12,900.27 |
| 10-57-255 | Other Equipment Maintenance | | | |
| 88031 | DELL MARKETING L.P. | 09/09/2015 | 09/14/2015 | 49.39 |
| 88031 | DELL MARKETING L.P. | 09/09/2015 | 09/14/2015 | 2.40- |
| 10-57-280 | Telephone/Internet | | | |
| 2021 | COMCAST | 08/24/2015 | 09/02/2015 | 43.09 |
| 2021 | COMCAST | 08/24/2015 | 09/02/2015 | 180.88 |
| 5326 | SPRINT | 08/28/2015 | 09/16/2015 | 129.66 |
| 6006 | VERIZON WIRELESS | 08/23/2015 | 09/16/2015 | 280.07 |
| 10-57-300 | Gas, Oil & Tires | | | |
| 2970 | STATE OF UTAH GAS CARD-FUELMAN | 09/04/2015 | 09/16/2015 | 139.01 |
| 2970 | STATE OF UTAH GAS CARD-FUELMAN | 09/04/2015 | 09/16/2015 | 455.68 |
| 10-57-310 | Professional & Technical | | | |
| 5944 | UTAH COMMUNICATIONS AUTHORITY | 07/31/2015 | 09/08/2015 | 697.50 |
| 88015 | IHC WORK MED | 09/01/2015 | 09/24/2015 | 39.00 |
| 10-57-330 | Fire Prevention/ Community Edu | | | |
| 3110 | GREAT WESTERN SUPPLY INC. | 08/10/2015 | 09/08/2015 | 15.97 |

| Vendor Number | Vendor Name | Invoice Date | Date Paid | Amount Paid |
|------------------|---|--------------|------------|-------------|
| 92279 | PRAXAIR DISTRIBUTION | 08/24/2015 | 09/02/2015 | 104.02 |
| 10-57-400 | Emergency Management Planning | | | |
| 2291 | DIRECTV | 09/13/2015 | 09/24/2015 | 145.01 |
| 6563 | SATCOM GLOBAL INC. | 09/01/2015 | 09/24/2015 | 100.12 |
| 10-57-650 | Lease Payments | | | |
| 94085 | VAR RESOURCES, INC | 09/03/2015 | 09/03/2015 | 5,679.25 |
| 10-57-700 | Small Equipment | | | |
| 5273 | SEARS | 09/03/2015 | 09/08/2015 | 192.94 |
| 10-58-210 | Books, Subscrip. & Memberships | | | |
| 5914 | UAPMO | 09/23/2015 | 09/24/2015 | 50.00 |
| 10-58-230 | Travel & Training | | | |
| 1321 | BARFUSS, JEFF | 09/23/2015 | 09/24/2015 | 388.70 |
| 1321 | BARFUSS, JEFF | 09/23/2015 | 09/24/2015 | 184.00 |
| 2085 | CONSTRUCTION EXAM CENTER | 09/24/2015 | 09/28/2015 | 750.00 |
| 5914 | UAPMO | 09/14/2015 | 09/16/2015 | 50.00 |
| 5914 | UAPMO | 09/23/2015 | 09/24/2015 | 150.00 |
| 89148 | HILTON GARDEN INN | 09/23/2015 | 09/24/2015 | 396.94 |
| 90517 | PEARSONVUE.COM | 09/24/2015 | 09/28/2015 | 168.00 |
| 10-58-280 | CELLULAR PHONE | | | |
| 5326 | SPRINT | 08/28/2015 | 09/16/2015 | 63.65 |
| 10-58-300 | Gas, Oil & Tires | | | |
| 2970 | STATE OF UTAH GAS CARD-FUELMAN | 09/04/2015 | 09/16/2015 | 58.45 |
| 10-58-315 | PROFESSIONAL & TECHNICAL | | | |
| 5493 | SUNRISE ENGINEERING, INC. | 08/10/2015 | 09/08/2015 | 400.00 |
| 10-58-750 | CAPITAL OUTLAY | | | |
| 1876 | CERTIFIED ENGINEERING SYSTEMS | 08/21/2015 | 09/16/2015 | 7,150.00 |
| 10-60-210 | Books, Subscrip. Memberships | | | |
| 2081 | COSTCO MEMBERSHIP | 09/14/2015 | 09/16/2015 | 78.34 |
| 10-60-248 | Vehicle Maintenance | | | |
| 92651 | FIRST CALL (O'REILLY) | 09/10/2015 | 09/24/2015 | 6.98 |
| 10-60-260 | Building & Grounds Maintenance | | | |
| 92435 | RESOLUTE PEST CONTROL, LLC | 08/31/2015 | 09/08/2015 | 269.50 |
| 10-60-270 | Utilities | | | |
| 4230 | QUESTAR | 08/24/2015 | 09/02/2015 | 35.86 |
| 4230 | QUESTAR | 08/31/2015 | 09/08/2015 | 7.16 |
| 4230 | QUESTAR | 09/23/2015 | 09/29/2015 | 37.30 |
| 6000 | ROCKY MOUNTAIN POWER | 08/27/2015 | 09/02/2015 | 33.18 |
| 6000 | ROCKY MOUNTAIN POWER | 08/27/2015 | 09/02/2015 | 21.74 |
| 6000 | ROCKY MOUNTAIN POWER | 08/20/2015 | 09/02/2015 | 1,431.62 |
| 6000 | ROCKY MOUNTAIN POWER | 08/27/2015 | 09/02/2015 | 65.71 |
| 6000 | ROCKY MOUNTAIN POWER | 08/31/2015 | 09/08/2015 | 12.70 |
| 6000 | ROCKY MOUNTAIN POWER | 08/31/2015 | 09/08/2015 | 23.78 |
| 6000 | ROCKY MOUNTAIN POWER | 08/31/2015 | 09/08/2015 | 10.97 |
| 6000 | ROCKY MOUNTAIN POWER | 08/31/2015 | 09/08/2015 | 13.49 |
| 6000 | ROCKY MOUNTAIN POWER | 08/28/2015 | 09/08/2015 | 18.90 |
| 6000 | ROCKY MOUNTAIN POWER | 08/28/2015 | 09/08/2015 | 17.21 |
| 6000 | ROCKY MOUNTAIN POWER | 08/28/2015 | 09/08/2015 | 20.06 |
| 6000 | ROCKY MOUNTAIN POWER | 08/28/2015 | 09/08/2015 | 5.97 |
| 6000 | ROCKY MOUNTAIN POWER | 08/28/2015 | 09/08/2015 | 940.38 |
| 6000 | ROCKY MOUNTAIN POWER | 08/28/2015 | 09/08/2015 | 33.95 |
| 6000 | ROCKY MOUNTAIN POWER | 08/31/2015 | 09/16/2015 | 6.36 |
| 6000 | ROCKY MOUNTAIN POWER | 08/31/2015 | 09/16/2015 | 30.38 |
| 6000 | ROCKY MOUNTAIN POWER | 08/31/2015 | 09/16/2015 | 10.97 |
| 6000 | ROCKY MOUNTAIN POWER | 09/10/2015 | 09/24/2015 | 154.44 |
| 6000 | ROCKY MOUNTAIN POWER | 09/21/2015 | 09/29/2015 | 1,659.02 |
| 10-60-280 | Telephone | | | |
| 5326 | SPRINT | 08/28/2015 | 09/16/2015 | 659.70 |
| 5944 | UTAH COMMUNICATIONS AUTHORITY | 07/31/2015 | 09/08/2015 | 186.00 |

| Vendor Number | Vendor Name | Invoice Date | Date Paid | Amount Paid |
|------------------|---------------------------------------|--------------|------------|-------------|
| 10-60-300 | Gas, Oil & Tires | | | |
| 2970 | STATE OF UTAH GAS CARD-FUELMAN | 09/04/2015 | 09/16/2015 | 796.08 |
| 94105 | WAGONWHEEL MARKETING GROUP, LLC | 09/09/2015 | 09/29/2015 | 185.00 |
| 10-60-310 | Professional | | | |
| 6145 | WASATCH CIVIL ENGINEERING CORP | 09/02/2015 | 09/24/2015 | 423.00 |
| 6145 | WASATCH CIVIL ENGINEERING CORP | 09/02/2015 | 09/24/2015 | 31.75 |
| 6145 | WASATCH CIVIL ENGINEERING CORP | 09/02/2015 | 09/24/2015 | 31.75 |
| 88015 | IHC WORK MED | 09/01/2015 | 09/16/2015 | 44.00 |
| 10-60-400 | Class C Maintenance | | | |
| 3020 | GRANITE CONSTRUCTION CO. | 08/18/2015 | 09/02/2015 | 90.64 |
| 3020 | GRANITE CONSTRUCTION CO. | 09/01/2015 | 09/24/2015 | 383.56 |
| 3020 | GRANITE CONSTRUCTION CO. | 07/13/2015 | 09/29/2015 | 307.12 |
| 5300 | SHERWIN WILLIAMS | 08/21/2015 | 09/02/2015 | 116.83 |
| 5300 | SHERWIN WILLIAMS | 08/27/2015 | 09/16/2015 | 424.65 |
| 5300 | SHERWIN WILLIAMS | 08/27/2015 | 09/16/2015 | 420.65 |
| 5300 | SHERWIN WILLIAMS | 09/08/2015 | 09/29/2015 | 45.00 |
| 5300 | SHERWIN WILLIAMS | 09/02/2015 | 09/29/2015 | 116.83 |
| 5300 | SHERWIN WILLIAMS | 09/02/2015 | 09/29/2015 | 120.50 |
| 10-60-480 | Special Department Supplies | | | |
| 3020 | GRANITE CONSTRUCTION CO. | 08/27/2015 | 09/16/2015 | 264.88 |
| 3020 | GRANITE CONSTRUCTION CO. | 08/31/2015 | 09/16/2015 | 272.80 |
| 3434 | HOME DEPOT/GEFC | 08/05/2015 | 09/16/2015 | 74.19 |
| 10-60-510 | Road Proj/Improvements | | | |
| 6145 | WASATCH CIVIL ENGINEERING CORP | 09/02/2015 | 09/24/2015 | 258.50 |
| 6145 | WASATCH CIVIL ENGINEERING CORP | 09/02/2015 | 09/24/2015 | 587.50 |
| 6145 | WASATCH CIVIL ENGINEERING CORP | 09/02/2015 | 09/24/2015 | 1,762.50 |
| 6145 | WASATCH CIVIL ENGINEERING CORP | 09/02/2015 | 09/24/2015 | 39.50 |
| 10-60-600 | Siemens Streetlight Lease | | | |
| 93279 | SIEMENS PUBLIC, INC | 08/21/2015 | 09/02/2015 | 6,940.58 |
| 93279 | SIEMENS PUBLIC, INC | 08/21/2015 | 09/02/2015 | 2,237.91 |
| 10-60-730 | Street Light Maintenance | | | |
| 93203 | BLACK & McDONALD | 09/04/2015 | 09/24/2015 | 111.87 |
| 10-70-230 | Travel & Training | | | |
| 735 | ANDERSEN, JON | 09/03/2015 | 09/08/2015 | 284.00 |
| 89174 | DELTA AIR | 09/03/2015 | 09/08/2015 | 162.20 |
| 89174 | DELTA AIR | 09/21/2015 | 09/28/2015 | 50.00 |
| 89205 | BUDGET - CAR RENTAL | 09/21/2015 | 09/28/2015 | 101.54 |
| 91310 | SLC INTERNATIONAL AIRPORT | 09/21/2015 | 09/28/2015 | 38.00 |
| 94114 | TERRIBLE HERBST #225 | 09/21/2015 | 09/28/2015 | 8.00 |
| 10-70-240 | Special Dept. Supplies - Parks | | | |
| 1352 | BELL JANITORIAL SUPPLY | 09/11/2015 | 09/24/2015 | 389.50 |
| 1352 | BELL JANITORIAL SUPPLY | 09/11/2015 | 09/24/2015 | 328.40 |
| 1352 | BELL JANITORIAL SUPPLY | 09/11/2015 | 09/24/2015 | 263.60 |
| 1540 | BOLT & NUT SUPPLY COMPANY | 12/22/2014 | 09/16/2015 | 6.13 |
| 1865 | CEM | 08/18/2015 | 09/02/2015 | 428.62 |
| 1865 | CEM | 06/30/2015 | 09/08/2015 | 897.95 |
| 2594 | EWING IRRIGATION PRODUCTS | 08/21/2015 | 09/08/2015 | 14.54 |
| 2594 | EWING IRRIGATION PRODUCTS | 08/22/2015 | 09/08/2015 | 14.65 |
| 2594 | EWING IRRIGATION PRODUCTS | 08/27/2015 | 09/08/2015 | 151.08 |
| 3434 | HOME DEPOT/GEFC | 07/29/2015 | 09/16/2015 | 22.75 |
| 3724 | JERRY'S PLUMBING SPECIALTIES | 08/25/2015 | 09/08/2015 | 10.77 |
| 88054 | SUNPLAY POOL & SPA | 08/27/2015 | 09/08/2015 | 89.99 |
| 93230 | KENT'S REPAIR | 08/31/2015 | 09/08/2015 | 53.05 |
| 10-70-244 | Office Supplies Expense | | | |
| 5511 | SUPERIOR WATER AND AIR, INC. | 09/23/2015 | 09/24/2015 | 19.95 |
| 10-70-248 | Vehicle Maintenance | | | |
| 2992 | GENUINE PARTS CO./NAPA (SLC) | 08/19/2015 | 09/02/2015 | 63.06 |
| 2992 | GENUINE PARTS CO./NAPA (SLC) | 08/25/2015 | 09/02/2015 | 21.49 |

| Vendor Number | Vendor Name | Invoice Date | Date Paid | Amount Paid |
|---|--------------------------------|--------------|------------|-------------|
| 5160 | ROCKY MTN TURF & INDUSTRIAL | 08/27/2015 | 09/08/2015 | 14.84 |
| 5160 | ROCKY MTN TURF & INDUSTRIAL | 09/15/2015 | 09/29/2015 | 42.77 |
| 93230 | KENT'S REPAIR | 08/31/2015 | 09/08/2015 | 26.74 |
| 10-70-260 Building Maintenance | | | | |
| 5255 | SAVE MORE CONCRETE PRODUCTS | 08/06/2015 | 09/02/2015 | 107.25 |
| 5255 | SAVE MORE CONCRETE PRODUCTS | 08/06/2015 | 09/02/2015 | 306.00 |
| 10-70-270 Utilities | | | | |
| 4230 | QUESTAR | 08/24/2015 | 09/02/2015 | 7.16 |
| 4230 | QUESTAR | 09/23/2015 | 09/29/2015 | 7.88 |
| 6000 | ROCKY MOUNTAIN POWER | 08/27/2015 | 09/02/2015 | 29.54 |
| 6000 | ROCKY MOUNTAIN POWER | 08/27/2015 | 09/02/2015 | 241.65 |
| 6000 | ROCKY MOUNTAIN POWER | 08/31/2015 | 09/08/2015 | 61.78 |
| 6000 | ROCKY MOUNTAIN POWER | 08/31/2015 | 09/08/2015 | 257.38 |
| 6000 | ROCKY MOUNTAIN POWER | 08/28/2015 | 09/08/2015 | 198.06 |
| 6000 | ROCKY MOUNTAIN POWER | 08/28/2015 | 09/08/2015 | 36.41 |
| 6000 | ROCKY MOUNTAIN POWER | 08/28/2015 | 09/08/2015 | 27.98 |
| 6000 | ROCKY MOUNTAIN POWER | 08/28/2015 | 09/08/2015 | 17.61 |
| 6000 | ROCKY MOUNTAIN POWER | 08/28/2015 | 09/08/2015 | 11.94 |
| 6000 | ROCKY MOUNTAIN POWER | 08/31/2015 | 09/16/2015 | 14.96 |
| 6000 | ROCKY MOUNTAIN POWER | 08/31/2015 | 09/24/2015 | 22.74 |
| 10-70-280 Telephone/Internet | | | | |
| 2021 | COMCAST | 08/13/2015 | 09/16/2015 | 220.88 |
| 5326 | SPRINT | 08/28/2015 | 09/16/2015 | 264.74 |
| 10-70-300 Gas, Oil & Tires | | | | |
| 2970 | STATE OF UTAH GAS CARD-FUELMAN | 09/04/2015 | 09/16/2015 | 291.99 |
| 2970 | STATE OF UTAH GAS CARD-FUELMAN | 09/04/2015 | 09/16/2015 | 680.08 |
| 2970 | STATE OF UTAH GAS CARD-FUELMAN | 09/04/2015 | 09/16/2015 | 81.12 |
| 10-71-210 Books, Subscriptions & Mbrshps | | | | |
| 2081 | COSTCO MEMBERSHIP | 09/14/2015 | 09/16/2015 | 39.17 |
| 10-71-225 Concession Expenses | | | | |
| 6460 | WHITEHEAD WHOLESALE ELECTRIC | 08/28/2015 | 09/08/2015 | .58 |
| 10-71-230 Travel & Training | | | | |
| 4306 | NATIONAL REC & PARK ASSOC. | 09/03/2015 | 09/08/2015 | 1,270.00 |
| 4905 | SILVESTER, JULIANNA M. | 09/03/2015 | 09/08/2015 | 284.00 |
| 4905 | SILVESTER, JULIANNA M. | 09/03/2015 | 09/08/2015 | 162.20 |
| 10-71-240 Office Supplies Expense | | | | |
| 5511 | SUPERIOR WATER AND AIR, INC. | 09/28/2015 | 09/29/2015 | 19.95 |
| 10-71-241 Comp League Expenses | | | | |
| 5260 | SAVON | 09/11/2015 | 09/24/2015 | 1,696.18 |
| 10-71-242 Special Dept. Supplies | | | | |
| 4225 | AIRGAS USA, LLC | 08/13/2015 | 09/02/2015 | 10.62 |
| 5260 | SAVON | 08/25/2015 | 09/16/2015 | 1,731.00 |
| 5260 | SAVON | 09/04/2015 | 09/16/2015 | 1,438.75 |
| 5300 | SHERWIN WILLIAMS | 08/20/2015 | 09/02/2015 | 1,082.00 |
| 10-71-280 Telephone/Internet | | | | |
| 2021 | COMCAST | 08/27/2015 | 09/16/2015 | 172.37 |
| 5326 | SPRINT | 08/28/2015 | 09/16/2015 | 59.50 |
| 6006 | VERIZON WIRELESS | 08/23/2015 | 09/16/2015 | 40.01 |
| 10-71-310 Professional & Technical | | | | |
| 88015 | IHC WORK MED | 09/01/2015 | 09/16/2015 | 44.00 |
| 88015 | IHC WORK MED | 09/01/2015 | 09/16/2015 | 44.00 |
| 88015 | IHC WORK MED | 09/01/2015 | 09/16/2015 | 44.00 |
| 88015 | IHC WORK MED | 09/01/2015 | 09/16/2015 | 44.00 |
| 10-71-350 Officials Fees | | | | |
| 3749 | JOHNSON, JENE | 08/29/2015 | 09/16/2015 | 80.00 |
| 3749 | JOHNSON, JENE | 09/19/2015 | 09/29/2015 | 120.00 |
| 89130 | REID, CHRIS | 09/12/2015 | 09/29/2015 | 200.00 |
| 89595 | POLL, CHRISTOPHER | 08/29/2015 | 09/16/2015 | 120.00 |

| Vendor Number | Vendor Name | Invoice Date | Date Paid | Amount Paid |
|---|--------------------------------|--------------|------------|-------------|
| 89595 | POLL, CHRISTOPHER | 09/22/2015 | 09/29/2015 | 120.00 |
| 93452 | WARDELL, AUSTIN | 08/29/2015 | 09/16/2015 | 120.00 |
| 94099 | MARTINEZ, MANUEL B | 09/12/2015 | 09/29/2015 | 200.00 |
| 94100 | CRITTENDEN, JOSH | 09/12/2015 | 09/29/2015 | 200.00 |
| 94101 | BURKLEY, SCOTT | 09/14/2015 | 09/29/2015 | 120.00 |
| 12-40-350 Printing & Banners | | | | |
| 1876 | CERTIFIED ENGINEERING SYSTEMS | 09/09/2015 | 09/16/2015 | 235.00 |
| 7652 | ALPHAGRAPHICS | 06/18/2015 | 09/16/2015 | 36.70 |
| 12-40-390 Telephone Expense | | | | |
| 6006 | VERIZON WIRELESS | 08/23/2015 | 09/16/2015 | 13.33 |
| 31-40-100 Administrative & Professional | | | | |
| 5767 | US BANK | 09/25/2015 | 09/29/2015 | 562.35- |
| 31-40-200 Interest on Bond | | | | |
| 5767 | US BANK | 09/25/2015 | 09/29/2015 | 126,675.01 |
| 5767 | US BANK | 09/25/2015 | 09/29/2015 | 6,935.70 |
| 5767 | US BANK | 09/25/2015 | 09/29/2015 | 28,462.50 |
| 92613 | ZIONS FIRST NATIONAL BANK | 09/16/2015 | 09/29/2015 | 16,133.13 |
| 92613 | ZIONS FIRST NATIONAL BANK | 09/16/2015 | 09/29/2015 | 124.63- |
| 40-40-348 40th St. Environmental Study | | | | |
| 92551 | HORROCKS ENGINEERS | 09/10/2015 | 09/29/2015 | 518.03 |
| 40-40-349 40th St. Widening - City's % | | | | |
| 6145 | WASATCH CIVIL ENGINEERING CORP | 09/02/2015 | 09/24/2015 | 1,598.00 |
| 51-30-150 Hydrant Rentals | | | | |
| 94098 | SKYVIEW EXCAVATION | 09/21/2015 | 09/29/2015 | 600.00 |
| 94098 | SKYVIEW EXCAVATION | 09/21/2015 | 09/29/2015 | 100.00- |
| 94098 | SKYVIEW EXCAVATION | 09/21/2015 | 09/29/2015 | 204.60- |
| 51-40-210 Books, Subscript. & Membership | | | | |
| 2081 | COSTCO MEMBERSHIP | 09/14/2015 | 09/16/2015 | 39.17 |
| 51-40-280 Telephone | | | | |
| 2021 | COMCAST | 08/26/2015 | 09/08/2015 | 381.83 |
| 6006 | VERIZON WIRELESS | 08/23/2015 | 09/16/2015 | 120.03 |
| 51-40-300 Gas, Oil & Tires | | | | |
| 2970 | STATE OF UTAH GAS CARD-FUELMAN | 09/04/2015 | 09/16/2015 | 673.78 |
| 51-40-320 Blue Stake Service | | | | |
| 1513 | BLUE STAKES OF UTAH | 08/31/2015 | 09/08/2015 | 207.39 |
| 51-40-330 Valve Repair | | | | |
| 4294 | HD SUPPLY WATERWORKS LTD. | 08/19/2015 | 09/02/2015 | 159.03 |
| 4294 | HD SUPPLY WATERWORKS LTD. | 08/17/2015 | 09/02/2015 | 157.43 |
| 92312 | FERGUSON ENTERPRISES, INC. | 09/09/2015 | 09/24/2015 | 2,878.39 |
| 51-40-400 PRV Maintenance | | | | |
| 3434 | HOME DEPOT/GEFC | 08/12/2015 | 09/16/2015 | 67.12 |
| 3434 | HOME DEPOT/GEFC | 08/14/2015 | 09/16/2015 | 19.63 |
| 92312 | FERGUSON ENTERPRISES, INC. | 08/14/2015 | 09/02/2015 | 44.90 |
| 51-40-480 Special Department Supplies | | | | |
| 1540 | BOLT & NUT SUPPLY COMPANY | 12/24/2014 | 09/16/2015 | 17.30 |
| 1540 | BOLT & NUT SUPPLY COMPANY | 02/02/2015 | 09/16/2015 | 21.22 |
| 1540 | BOLT & NUT SUPPLY COMPANY | 07/06/2015 | 09/16/2015 | 11.64 |
| 1620 | BOMAN & KEMP | 09/09/2015 | 09/24/2015 | 82.76 |
| 1620 | BOMAN & KEMP | 09/15/2015 | 09/29/2015 | 30.66 |
| 2598 | EVCO HOUSE OF HOSE | 08/20/2015 | 09/02/2015 | 9.35 |
| 4294 | HD SUPPLY WATERWORKS LTD. | 08/28/2015 | 09/16/2015 | 240.13 |
| 4978 | PETERSON PLUMBING SUPPLY | 06/30/2015 | 09/16/2015 | 936.00 |
| 5255 | SAVE MORE CONCRETE PRODUCTS | 09/10/2015 | 09/24/2015 | 71.50 |
| 5519 | T.J. TRAILER | 09/02/2015 | 09/24/2015 | 228.34 |
| 92312 | FERGUSON ENTERPRISES, INC. | 08/25/2015 | 09/08/2015 | 352.01 |
| 92312 | FERGUSON ENTERPRISES, INC. | 09/02/2015 | 09/16/2015 | 114.99 |
| 92312 | FERGUSON ENTERPRISES, INC. | 09/11/2015 | 09/29/2015 | 525.98 |
| 93914 | OLYMPUS SAFETY & SUPPLY | 09/15/2015 | 09/24/2015 | 170.00 |

| Vendor Number | Vendor Name | Invoice Date | Date Paid | Amount Paid |
|------------------|---------------------------------------|--------------|------------|-------------|
| 51-40-490 | Water Sample Testing | | | |
| 6355 | WEBER BASIN WATER CONSERVANCY | 09/11/2015 | 09/24/2015 | 180.00 |
| 93055 | CHEMTECH-FORD LABORATORIES | 09/16/2015 | 09/24/2015 | 550.00 |
| 51-40-560 | Power and Pumping | | | |
| 6000 | ROCKY MOUNTAIN POWER | 08/27/2015 | 09/02/2015 | 129.98 |
| 52-21350 | CNTRL WEBER IMPACT FEE PAYABLE | | | |
| 1870 | CENTRAL WEBER SEWER IMP. DIST. | 08/20/2015 | 09/02/2015 | 51,326.00 |
| 52-40-230 | Traveling & Training | | | |
| 2285 | DIVISION OF WATER QUALITY | 09/03/2015 | 09/08/2015 | 25.00 |
| 5294 | SHERATON HOTEL | 09/03/2015 | 09/08/2015 | 1,379.92 |
| 89174 | DELTA AIR | 09/03/2015 | 09/08/2015 | 100.00 |
| 91310 | SLC INTERNATIONAL AIRPORT | 09/03/2015 | 09/08/2015 | 40.00 |
| 94086 | CIRCLE K | 09/03/2015 | 09/08/2015 | 7.01 |
| 52-40-245 | Clothing/Uniform/Equip. Allow. | | | |
| 5114 | RICH FASTENER & SUPPLY | 09/02/2015 | 09/08/2015 | 578.28 |
| 52-40-300 | Gas, Oil & Tires | | | |
| 2970 | STATE OF UTAH GAS CARD-FUELMAN | 09/04/2015 | 09/16/2015 | 340.58 |
| 52-40-310 | Professional & Technical | | | |
| 2959 | G & K SERVICES | 08/18/2015 | 09/02/2015 | 15.00 |
| 2959 | G & K SERVICES | 08/25/2015 | 09/02/2015 | 15.00 |
| 2959 | G & K SERVICES | 09/08/2015 | 09/16/2015 | 15.00 |
| 2959 | G & K SERVICES | 09/01/2015 | 09/16/2015 | 15.00 |
| 2959 | G & K SERVICES | 09/15/2015 | 09/24/2015 | 15.00 |
| 2959 | G & K SERVICES | 09/22/2015 | 09/29/2015 | 15.00 |
| 52-40-480 | Maintenance Supplies | | | |
| 3434 | HOME DEPOT/GEFC | 07/30/2015 | 09/16/2015 | 6.54 |
| 3434 | HOME DEPOT/GEFC | 08/25/2015 | 09/16/2015 | 71.60 |
| 3434 | HOME DEPOT/GEFC | 08/25/2015 | 09/16/2015 | 4.72 |
| 4225 | AIRGAS USA, LLC | 08/14/2015 | 09/02/2015 | 28.01 |
| 52-40-550 | Central Weber Sewer Pre-Trea | | | |
| 1870 | CENTRAL WEBER SEWER IMP. DIST. | 08/12/2015 | 09/02/2015 | 9,886.00 |
| 52-40-610 | Central Weber Sewer Fees | | | |
| 1870 | CENTRAL WEBER SEWER IMP. DIST. | 08/12/2015 | 09/02/2015 | 251,954.00 |
| 53-40-240 | Office Supplies | | | |
| 5511 | SUPERIOR WATER AND AIR, INC. | 09/02/2015 | 09/02/2015 | 19.95 |
| 53-40-300 | Gas, Oil & Tires | | | |
| 2970 | STATE OF UTAH GAS CARD-FUELMAN | 09/04/2015 | 09/16/2015 | 329.55 |
| 53-40-310 | Prof & Tech Services | | | |
| 88015 | IHC WORK MED | 09/01/2015 | 09/16/2015 | 44.00 |
| 53-40-400 | System Maintenance Program | | | |
| 5052 | HOFFMAN UTAH, INC | 08/04/2015 | 09/02/2015 | 400.00 |
| 53-40-480 | Special Department Supplies | | | |
| 541 | OLDCASTLE PRECAST | 08/19/2015 | 09/02/2015 | 515.00 |
| 3434 | HOME DEPOT/GEFC | 08/04/2015 | 09/16/2015 | 2.34 |
| 6422 | WHEELWRIGHT LUMBER COMPANY | 07/28/2015 | 09/08/2015 | 129.99 |
| 53-40-980 | Contingency | | | |
| 7055 | POST ASPHALT PAVING | 08/27/2015 | 09/08/2015 | 4,040.00 |
| 54-21310 | Trailer Deposits | | | |
| 90529 | ORR, CAMI | 09/02/2015 | 09/24/2015 | 100.00 |
| 90880 | MCQUADE, THOMAS & SUZANNE | 09/03/2015 | 09/16/2015 | 100.00 |
| 92509 | THORPE, SHARON | 09/08/2015 | 09/24/2015 | 100.00 |
| 92992 | SANTESTEVAN, SALLY | 09/04/2015 | 09/16/2015 | 100.00 |
| 93673 | KERNS, DAN | 09/08/2015 | 09/24/2015 | 100.00 |
| 93729 | CAMPBELL, RICHARD | 08/17/2015 | 09/02/2015 | 100.00 |
| 94102 | JOHNSON, DAVID H | 09/08/2015 | 09/29/2015 | 100.00 |
| 54-40-248 | Vehicle Maintenance | | | |
| 1540 | BOLT & NUT SUPPLY COMPANY | 10/14/2014 | 09/16/2015 | 34.18 |

| Vendor Number | Vendor Name | Invoice Date | Date Paid | Amount Paid |
|---------------|--------------------------------|--------------|------------|-------------|
| 54-40-300 | Gas, Oil & Tires | | | |
| 2970 | STATE OF UTAH GAS CARD-FUELMAN | 09/04/2015 | 09/16/2015 | 230.54 |
| 54-40-420 | Allied Waste - Contract Srvc. | | | |
| 92490 | ALLIED WASTE SERVICES #493 | 09/11/2015 | 09/23/2015 | 35,796.67 |
| 54-40-430 | Tipping Fees | | | |
| 6360 | WEBER COUNTY TRANSFER STATION | 07/31/2015 | 09/16/2015 | 17,681.68 |
| 6360 | WEBER COUNTY TRANSFER STATION | 08/31/2015 | 09/16/2015 | 16,038.66 |
| 54-40-440 | Additional Cleanups | | | |
| 4258 | MOULDING & SONS LANDFILL, LLC | 08/12/2015 | 09/24/2015 | 200.00 |
| 92490 | ALLIED WASTE SERVICES #493 | 09/11/2015 | 09/23/2015 | 369.25 |
| 92490 | ALLIED WASTE SERVICES #493 | 09/11/2015 | 09/23/2015 | 22.00 |
| 58-30-201 | Ambulance Fees - S/O - DPS | | | |
| 94062 | UTAH DEPARTMENT OF HEALTH | 09/24/2015 | 09/29/2015 | 84.12 |
| 94087 | BURT, LYNN | 09/04/2015 | 09/08/2015 | 72.96 |
| 58-40-248 | Vehicle Maintenance | | | |
| 6420 | WESTLAND FORD | 08/19/2015 | 09/08/2015 | 23.70 |
| 6420 | WESTLAND FORD | 09/02/2015 | 09/08/2015 | 16.86 |
| 6420 | WESTLAND FORD | 09/15/2015 | 09/29/2015 | 569.88 |
| 6420 | WESTLAND FORD | 09/16/2015 | 09/29/2015 | 187.46 |
| 6420 | WESTLAND FORD | 09/17/2015 | 09/29/2015 | 154.74 |
| 6420 | WESTLAND FORD | 09/21/2015 | 09/29/2015 | 58.22 |
| 6420 | WESTLAND FORD | 09/22/2015 | 09/29/2015 | 68.97 |
| 92651 | FIRST CALL (O'REILLY) | 09/15/2015 | 09/29/2015 | 81.19 |
| 92651 | FIRST CALL (O'REILLY) | 09/16/2015 | 09/29/2015 | 2.78 |
| 92651 | FIRST CALL (O'REILLY) | 09/16/2015 | 09/29/2015 | 50.90 |
| 58-40-300 | Gas, Oil & Tires | | | |
| 2970 | STATE OF UTAH GAS CARD-FUELMAN | 09/04/2015 | 09/16/2015 | 214.79 |
| 2970 | STATE OF UTAH GAS CARD-FUELMAN | 09/04/2015 | 09/16/2015 | 472.03 |
| 58-40-312 | PMA Fees | | | |
| 2786 | FIRST PROFESSIONAL SERVICES CO | 08/31/2015 | 09/16/2015 | 4,800.82 |
| 2786 | FIRST PROFESSIONAL SERVICES CO | 08/31/2015 | 09/16/2015 | 342.92 |
| 58-40-480 | Special Department Supplies | | | |
| 5308 | SHRED MASTERS | 09/22/2015 | 09/24/2015 | 30.00 |
| 58-40-490 | Disposable Medical Supplies | | | |
| 4099 | LIFE-ASSIST, INC. | 09/03/2015 | 09/16/2015 | 1,155.69 |
| 4099 | LIFE-ASSIST, INC. | 09/11/2015 | 09/24/2015 | 356.64 |
| 4333 | NORCO, INC. | 08/12/2015 | 09/16/2015 | 44.42 |
| 4333 | NORCO, INC. | 08/19/2015 | 09/16/2015 | 62.84 |
| 4333 | NORCO, INC. | 08/26/2015 | 09/16/2015 | 62.84 |
| 4333 | NORCO, INC. | 08/31/2015 | 09/16/2015 | 183.52 |
| 91650 | CINTAS FIRST AID & SAFETY | 07/28/2015 | 09/24/2015 | 25.87 |
| 91650 | CINTAS FIRST AID & SAFETY | 08/21/2015 | 09/24/2015 | 17.87 |
| Grand Totals: | | | | 864,915.10 |

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Only paid invoices included.

Invoice Detail.Description = {<>} "1099 adjustment"

City Council Staff Report



Subject: Proposed Modifications to the Conditional Use Ordinance (Title 10, Chapter 15 of the South Ogden City Code);

Author: Mark Vlastic

Department: Planning & Zoning

Date: October 6, 2015

Background and Recommendation: 1) Modifications to the Conditional Use Ordinance

Staff has reviewed the proposed modifications to the Conditional Use Ordinance prepared by Neil Lindberg. The results of this review were presented to the Planning Commission, which recommends the following:

- That the City Council approve the proposed modifications as prepared;
- That a definition of “substantial action” provided by Mr. Lindberg for the benefit of Section 10-15-15 be incorporated into Chapter 10-2-1 (Definitions), as follows:

Substantial Action: Action taken in good faith to diligently pursue any matter necessary to obtain approval of an application filed pursuant to the provisions of this title, or to exercise development rights authorized pursuant to such an approval.

- That the general provisions provided by Mr. Lindberg for inclusion in Chapter 1 of Title 10 (General Provisions) of the city zoning ordinance (if approved, it should be verified that it is fully consistent with the current version of LUDMA.) A copy of these provisions is provided in the following pages, following the recommended ordinance changes.

Chapter 15
CONDITIONAL USES:

10-15-1: PURPOSE AND INTENT:

10-15-2: [AUTHORITY](#):

[10-15-3](#): CONDITIONAL USE PERMIT [REQUIRED](#):

10-15-~~3~~4: REVIEW PROCEDURE:

~~10-15-4: DETERMINATION:~~

10-15-5: ~~BASIS FOR ISSUANCE OF~~ [PLANNING COMMISSION ACTION](#):

[10-15-6](#): CONDITIONAL USE [STANDARDS](#):

[10-15-7](#): NOTICE OF DECISION:

[10-15-8](#): APPEAL OF DECISION:

[10-15-9](#): EFFECT OF APPROVAL:

[10-15-10](#): AMENDMENT:

[10-15-11](#): TRANSFER OF PERMIT:

10-15-~~6~~ [BUILDING](#) [12](#): ENFORCEMENT OF PERMIT [REQUIREMENTS](#):

10-15-~~7~~ [13](#): PERIODIC REVIEW:

[10-15-14](#): REVOCATION:

[10-15-15](#): EXPIRATION:

10-15-1: PURPOSE AND INTENT:

~~The purpose and intent of conditional uses is to allow in certain areas compatible integration of uses which are related to the permitted uses of the zone, but which may be suitable and desirable only in certain locations in that zone due to conditions and circumstances peculiar to that location and/or upon certain conditions which make the uses suitable and/or only if such uses are designed, laid out and constructed on the proposed site in a particular manner.~~

[This chapter sets forth requirements for considering and approving conditional use permits. The purpose of a conditional use permit is to allow evaluation of a land use proposed at a particular location to determine if the use may detrimentally affect the city, surrounding neighbors, or adjacent land uses. Conditional uses are allowed unless the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by imposing reasonable conditions to achieve compliance with the standards set forth in this chapter.](#)

10-15-2: [AUTHORITY](#):

[The planning commission is authorized to approve, ~~or~~ deny, or revoke conditional use permits as provided in this chapter.](#)

[10-15-3](#): CONDITIONAL USE PERMIT [REQUIRED](#):

A conditional use permit shall be required for ~~all uses~~ [any land use](#) listed as a conditional ~~uses~~ [use](#) in the zone regulations. ~~A conditional use permit may be revoked by~~

~~the city council after review and recommendation by the planning commission, upon failure to comply with the conditions imposed with the original approval of the permit set forth in this title.~~

10-15-~~34~~: REVIEW PROCEDURE:

A. Application: Application for a conditional use permit shall be made to the ~~planning commission~~ building official using application forms provided by the city.

B. Information Required: Detailed location, site, and building ~~plan~~ plans shall accompany ~~the complete~~ an application ~~forms provided by the city for a conditional use.~~ For ~~structures in existence~~ a conditional use located in an existing structure, only a location plan needs to be provided.

C. Consideration: The application, together with all pertinent information, shall be considered by the planning commission at its next regularly scheduled meeting.

D. Public Hearing: The planning commission may ~~call~~ hold a ~~specific~~ public hearing on any application after adequate notice if it is deemed in the public interest. The planning commission shall take action on the application by the second meeting of the planning commission after the application filing date. ~~A record of the hearing, together with a decision for the denial or approval of the conditional use permit with conditions of approval or reasons for denial, shall be forwarded to the city council.~~

10-15-~~4~~: DETERMINATION~~5~~: PLANNING COMMISSION ACTION:

~~————The planning commission may deny or permit~~ A. Approval: A conditional use ~~to be~~ located within any zone in which the particular conditional use is permitted. In authorizing any conditional use, the planning commission shall ~~impose such requirements and~~ be approved if reasonable conditions ~~necessary for the protection of adjacent properties and the public welfare.~~

10-15-~~5~~: BASIS FOR ISSUANCE OF CONDITIONAL USE PERMIT:

~~————The planning commission shall not authorize a conditional use permit unless evidence is presented to establish:~~

~~A. Necessity: That the~~ are proposed ~~use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general well-being of the community.~~

~~B. Detriment: That such use will not, under the operation proposed, or can~~ be imposed, to mitigate the reasonably anticipated detrimental ~~to the health, safety and general welfare of the community, nor any part thereof, nor threaten damage of the property~~ effects of the use pursuant to the standards set forth in Section 10-15-6 of this chapter. Any such conditions shall be included in a written document authorizing the conditional use permit.

~~C. Compatibility: That the use will be compatible with and not offensive to surrounding uses from the standpoint of building design, site layout, traffic both externally and internally, parking both externally and internally, signs, landscaping, pedestrian traffic, lighting considerations, material storage and operational characteristics, etc.~~

~~D. Compliance: That the proposed~~ B. Denial: A proposed conditional use may be denied only if substantial evidence demonstrates:

1. The use is not a conditional use in the zone where the use is proposed to be located.

2. The use ~~will~~ **does not** comply with the regulations and conditions specified in this title for such use; or

~~E. Conformance: That~~ 3. The anticipated detrimental effects of the use cannot be substantially mitigated by the imposition of reasonable conditions.

C. Detrimental Effects Analysis: In analyzing the potential detrimental effects of a proposed conditional use, the planning commission may consider any of the factors set forth in Section 10-15-6 of this chapter that may be applicable and whether the use should be approved as proposed by the applicant, approved with conditions, or denied. The planning commission may require an applicant to provide reasonably available information that the planning commission considers necessary to address such factors.

10-15-6: CONDITIONAL USE STANDARDS:

This section sets forth standards for determining whether a conditional use will have any detrimental effect and should be approved as proposed, approved with conditions, or denied. Because some standards may, or may not, be relevant to a particular conditional use, the planning commission shall determine which standards will be considered in analyzing the possible detrimental effects that may result from a proposed conditional use.

~~A. General Plan: The proposed use conforms to the goals, applicable policies and governing principles and land use~~ of the ~~master~~ city's general plan ~~for the city.~~

~~F. Environmental Deterioration: That the proposed use will not lead to the deterioration of the environment or ecology of the general area, nor will produce conditions or emit pollutants of such a type or of such a quantity so as to detrimentally affect, to any appreciable degree, public and private properties, including the operation of existing uses thereon, in their immediate vicinity of the community or area as a whole.~~

~~10-15-6: BUILDING PERMIT:~~

~~Upon receipt of a conditional use permit, the developer shall take such permit~~ B. Site Design: The use is well suited to the character of the site, and adjacent uses as shown by an analysis of the intensity, size, and scale of the use compared to existing uses in the surrounding area.

C. Access: Access to the site is designed to avoid traffic and pedestrian conflicts and does not unreasonably impact the service level of any adjacent street.

D. Circulation: On-site vehicle circulation and truck loading areas are designed to mitigate adverse impacts on adjacent property.

E. Parking: The location and design of off-street parking complies with applicable standards of this title.

F. Refuse Collection: The location and design of refuse collection areas is not likely to create an adverse impact on the occupants of adjoining property.

G. Utility Services: Utility capacity is sufficient to support the use at normal service levels.

H. Screening: The use is appropriately screened, buffered, or separated from adjoining dissimilar uses to mitigate potential use conflicts. Fencing, screening and landscape treatments and other features are designed to increase attractiveness of the site and protect adjoining property owners from noise and visual impacts.

I. Operating Hours: The hours of operation of the use and delivery of goods are not likely to adversely impact surrounding uses.

J. Signs: Sign size, location, and lighting are compatible with, and do not adversely impact, surrounding uses.

K. Public Services: Public facilities such as streets, water, sewer, storm drainage, public safety and fire protection, are adequate to serve the use.

L. Environmental Impact: The use does not significantly impact the quality of surrounding air and water, encroach into a waterway or drainage area, or introduce any hazard, including cigarette smoke, to the premises or any adjacent property.

M. Nuisance: Operation of the use is unlikely to create any nuisance from noise, vibration, smoke, dust, dirt, odor, noxious matter, heat, glare, electromagnetic disturbance, or radiation.

10-15-7: NOTICE OF DECISION:

Within ten (10) days after the planning commission makes a final decision to approve or deny a conditional use permit, the building official ~~who will review the~~ shall send written notice thereof to the applicant, including any conditions of approval. If a conditional use is approved, such notice shall be recorded against the property by the city recorder.

10-15-8: APPEAL OF DECISION:

Any person adversely affected by a final decision of the planning commission regarding a conditional use permit may appeal such decision to the hearing appeals officer as provided in Section 10-4-3 of this title.

10-15-9: EFFECT OF APPROVAL:

A conditional use permit shall not relieve an applicant from obtaining any other authorization, permit ~~and conditions attached. Based on this review and compliance with any other items that might develop in the pursuance of his duties, the building official may approve an application for a building,~~ or license required under this title or any other title of this code.

10-15-10: AMENDMENT:

A conditional use permit ~~and~~ may be amended subject to the original approval procedure set forth in this chapter.

10-15-11: TRANSFER OF PERMIT:

A conditional use permit may be transferred so long as the use conducted thereunder conforms to the terms of the permit.

10-15-12: ENFORCEMENT OF PERMIT REQUIREMENTS:

The building official shall ensure ~~that~~ development under a conditional use permit is undertaken and completed in compliance with ~~said~~the permit and any conditions pertaining thereto.

10-15-~~7~~13: PERIODIC REVIEW:

The planning commission may periodically review whether a conditional use is being conducted in compliance with applicable requirements.

10-15-14: REVOCATION:

A. Grounds: Any of the following shall be grounds for revocation of a conditional use permit:

1. The holder or user of a permit has failed to comply with the conditions of approval or any city, state, or federal law governing the conduct of the use.
2. The holder or user of a permit has failed to construct or maintain the site as required by an approved site plan.
3. The operation of the use or the character of the site has been found to be a nuisance or a public nuisance by a court of competent jurisdiction in any civil or criminal proceeding.

B. Appearance By Permit Holder or User: No conditional use permit shall be revoked against the wishes of the holder or user of the permit without first giving such person an opportunity to appear before the planning commission and show cause as to why the permit should not be revoked. Revocation of a conditional use permit shall not limit the city's ability to initiate or complete other legal proceedings against the holder or user of the permit.

10-15-15: EXPIRATION:

~~Unless there is substantial action under~~ A. Substantial Action: A conditional use permit ~~within a period of~~ shall expire one (1) year ~~of its~~ after issuance unless substantial action, as determined by the planning commission, ~~the conditional use permit shall expire.~~ is taken to implement the permit. Upon request by the holder or user of a permit, filed with the building official prior to the expiration date, the planning commission may grant a maximum extension of six (6) months.

B. Cessation of Use: Once substantial action has been taken under ~~exceptional circumstances.~~ a conditional use permit, the permit shall expire if the use for which the permit was granted has ceased for one (1) year or more. The permit holder shall be given written notice that the permit has expired.

ORDINANCE NO. 15-22

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, REVISING AND AMENDING AND READOPTING TITLE 10, CHAPTER 15 OF THE CITY CODE MAKING CHANGES TO CONDITIONAL USES; MAKING NECESSARY LANGUAGE CHANGES TO THE CITY CODE TO EFFECT THOSE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES.

Section 1 - Recitals:

WHEREAS, SOUTH OGDEN City (“City”) is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code (“UC”) §10-3-717, and UC §10-3-701, the governing body of the city may exercise all administrative and legislative powers by resolution or ordinance; and,

WHEREAS, the City Council finds that in conformance with UC §10-3-717, and UC §10-3-701, the governing body of the city has previously adopted a City Code which deals with conditional uses within certain zones for the city and related issues; and,

WHEREAS, the City Council finds that South Ogden City Code, at Title 10, Chapter 15, deals with certain conditional uses and development issues within certain zones of the city and that certain changes should be made thereto based on advice and recommendation of the city Planning Commission and in conformance with the authority granted to the City by UCA Title 10; and,

WHEREAS, the City Council finds that it is in the public interest to certain other changes and additions to the city code governing these conditional uses and development issues; and,

WHEREAS, the City Council finds that it is in the public interest to manage and regulate the procedures governing these conditional uses and development issues; and,

WHEREAS, the City Council finds that the requirements provision herein should be effective upon passage of this Ordinance; and,

WHEREAS, the City Council finds that the public safety, health and welfare is at issue and requires action by the City as noted above;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH that

- A. Title 10, Chapter 15, Conditional Uses Is Amended And Readopted As Set Out In Attachment "A", Incorporated Fully Herein By This Reference subject only to the changes list below, as applicable.**

B. The Following Additional Amendments to Title 10 Are Adopted:

10-1-3: INTERPRETATION, CONFLICT, EFFECT ON OTHER ORDINANCES

C. Any use not expressly permitted, or listed as a conditional use, in this Title is prohibited.

10-2-1: DEFINITIONS

Substantial Action: Action taken in good faith to pursue diligently any matter to obtain approval of an application filed under this title, or to exercise development rights authorized under such approval.

10-14-2: ADDITIONAL USE REGULATIONS:

A. The requirements of this title as to minimum site development standards shall not be construed to prevent the use for a single-family dwelling of any parcel of land in the event such parcel was held in separate ownership prior to May 15, 1964. (Ord. 673, 1-8-1980)

B. Any use not expressly permitted, or listed as a conditional use, is prohibited.

10-15-6: CONDITIONAL USE STANDARDS:

This section sets forth standards for determining whether a conditional use will have any detrimental effect and if the requested use should be approved as proposed, approved with conditions, or denied. Because some standards may, or may not, be relevant to a particular conditional use, as requested or as proposed to be applied given the character of the sited, and adjacent uses, the planning commission shall determine which standards will be considered in analyzing the possible detrimental effects that may result from a proposed conditional use. **Any use not expressly permitted, or listed as a conditional use, is prohibited**

Section 2 - Repealer of Conflicting Enactments:

All orders, ordinances and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Ordinance, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part, repealed.

Section 3 - Prior Ordinances and Resolutions:

The body and substance of all prior Ordinances and Resolutions, with their provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

Section 4 - Savings Clause:

If any provision of this Ordinance shall be held or deemed or shall be invalid, inoperative or unenforceable such reason shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed the separate independent and severable act of the City Council of South Ogden City.

Section 5 - Date of Effect

This Ordinance shall be effective on the 6th day of October, 2015, and after publication or posting as required by law.

DATED this 6th day of October, 2015

SOUTH OGDEN, a municipal corporation

by: _____
Mayor James F. Minster

Attested and recorded

Leesa Kapetanov
City Recorder

ATTACHMENT “A”

ORDINANCE NO. 15-22

An Ordinance Of South Ogden City, Utah, Revising And Amending And Readopting Title 10, Chapter 15 Of The City Code Making Changes To Conditional Uses; Making Necessary Language Changes To The City Code To Effect Those Changes; And Establishing An Effective Date For Those Changes.

06 Oct 15

Chapter 15 CONDITIONAL USES

- 10-15-1: PURPOSE AND INTENT:
- 10-15-2: AUTHORITY:
- 10-15-3: CONDITIONAL USE PERMIT REQUIRED:
- 10-15-4: REVIEW PROCEDURE:
- 10-15-5: PLANNING COMMISSION ACTION:
- 10-15-6: CONDITIONAL USE STANDARDS:
- 10-15-7: NOTICE OF DECISION:
- 10-15-8: APPEAL OF DECISION:
- 10-15-9: EFFECT OF APPROVAL:
- 10-15-10: AMENDMENT:
- 10-15-11: TRANSFER OF PERMIT:
- 10-15-12: ENFORCEMENT OF PERMIT REQUIREMENTS:
- 10-15-13: PERIODIC REVIEW:
- 10-15-14: REVOCATION:
- 10-15-15: EXPIRATION:

10-15-1: PURPOSE AND INTENT:

This chapter sets forth requirements for considering and approving conditional use permits. The purpose of a conditional use permit is to allow evaluation of a land use proposed at a particular location to determine if the use may detrimentally affect the city, surrounding neighbors, or adjacent land uses. Conditional uses are allowed unless the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by imposing reasonable conditions to achieve compliance with the standards set forth in this chapter.

10-15-2: AUTHORITY:

The planning commission is authorized to approve, deny, or revoke conditional use permits as provided in this chapter.

10-15-3: CONDITIONAL USE PERMIT REQUIRED:

A conditional use permit shall be required for any land use listed as a conditional use in the zone regulations set forth in this title.

10-15-4: REVIEW PROCEDURE:

A. Application: Application for a conditional use permit shall be made to the planning commission via assigned city staff using application forms provided by the city.

B. Information Required: At a minimum, detailed location, site, and building plans shall accompany an application for a conditional use. For a conditional use located in an existing structure, only a location plan needs to be provided.

C. Consideration: The application, with all pertinent information, shall be considered by the planning commission at its next regularly scheduled meeting following receipt of the completed application.

D. Public Hearing: The planning commission may hold a public hearing on any application after adequate notice, if it is deemed in the public interest. The planning commission shall take action on the application by the second meeting of the planning commission after the application filing date.

10-15-5: PLANNING COMMISSION ACTION:

A. Approval: A conditional use shall be approved if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the use pursuant to the standards set forth in Section 10-15-6 of this chapter. Any such conditions shall be included in a written document authorizing the conditional use permit.

B. Denial: A proposed conditional use may be denied only if substantial evidence demonstrates:

1. The use is not a conditional use in the zone where the use is proposed to be located.
2. The use does not comply with the regulations and conditions specified in this title for such use; or
3. The anticipated detrimental effects of the use cannot be substantially mitigated by the imposition of reasonable conditions.

C. Detrimental Effects Analysis: In analyzing the potential detrimental effects of a proposed conditional use, the planning commission may consider any of the factors set forth in Section 10-15-6 of this chapter that may be applicable and then determine whether the use should be approved as proposed by the applicant, approved with conditions, or denied. The planning commission may require an applicant to provide reasonably available information that the planning commission considers necessary to address such factors.

10-15-6: CONDITIONAL USE STANDARDS:

This section sets forth standards for determining whether a conditional use will have any detrimental effect and if the requested use should be approved as proposed, approved with conditions, or denied. Because some standards may, or may not, be relevant to a particular conditional use, as requested or as proposed to be applied given the character of the sited, and adjacent uses, the planning commission shall determine which standards will be considered in analyzing the possible detrimental effects that may result from a proposed conditional use.

A. General Plan: The proposed use conforms to applicable policies of the city's general plan.

B. Site Design: The use is well suited to the character of the site, and adjacent uses as shown by an analysis of the intensity, size, and scale of the use compared to existing uses in the surrounding area.

C. Access: Access to the site is designed to avoid traffic and pedestrian conflicts and does not unreasonably impact the service level of any adjacent street.

D. Circulation: On-site vehicle circulation and truck loading areas are designed to mitigate adverse impacts to adjacent property.

E. Parking: The location and design of off-street parking complies with applicable standards of this title.

F. Refuse Collection: The location and design of refuse collection areas is not likely to create an adverse impact on the occupants of adjoining property.

G. Utility Services: Utility capacity is sufficient to support the use at normal service levels.

H. Screening: The use is appropriately screened, buffered, or separated from adjoining dissimilar uses to mitigate potential use conflicts. Fencing, screening and landscape treatments and other features are designed to increase attractiveness of the site and protect adjoining property owners from noise and visual impacts.

I. Operating Hours: The hours of operation of the use and delivery of goods are not likely to adversely impact surrounding uses.

J. Signs: Sign size, location, and lighting are compatible with, and are not likely to adversely impact, surrounding uses.

K. Public Services: Public facilities such as streets, water, sewer, storm drainage, public safety and fire protection, are adequate to serve the use.

L. Environmental Impact: The use does not significantly impact the quality of surrounding air and water, encroach into a waterway or drainage area, or introduce any hazard, including cigarette smoke, to the premises or any adjacent property.

M. Nuisance: Operation of the use is unlikely to create any nuisance from noise, vibration, smoke, dust, dirt, odor, noxious matter, heat, glare, electromagnetic disturbance, or radiation.

10-15-7: NOTICE OF DECISION:

Within ten (10) days after the planning commission makes a final decision to approve or deny a conditional use permit, staff shall send written notice thereof to the applicant, including any conditions of approval. If a conditional use is approved, such notice shall be recorded against the property by the city recorder.

10-15-8: APPEAL OF DECISION:

Any person adversely affected by a final decision of the planning commission regarding a conditional use permit may appeal such decision to the hearing appeals officer as provided in Section 10-4-3 of this title.

10-15-9: EFFECT OF APPROVAL:

A conditional use permit shall not relieve an applicant from obtaining any other authorization, permit, or license required under this title or any other title of this code.

10-15-10: AMENDMENT:

A conditional use permit may be amended subject to the original approval procedure set forth in this chapter.

10-15-11: TRANSFER OF PERMIT:

A conditional use permit may be transferred so long as the use conducted thereunder conforms to the terms of the permit.

10-15-12: ENFORCEMENT OF PERMIT REQUIREMENTS:

The building official shall ensure development under a conditional use permit is undertaken and completed in compliance with the permit and any conditions pertaining thereto.

10-15-13: PERIODIC REVIEW:

The planning commission may periodically review whether a conditional use is being conducted in compliance with applicable requirements.

10-15-14: REVOCATION:

A. Grounds: Any of the following shall be grounds for revocation of a conditional use permit:

1. The holder or user of a permit has failed to comply with the conditions of approval or any city, state, or federal law governing the conduct of the use.
2. The holder or user of a permit has failed to construct or maintain the site as required by an approved site plan.
3. The operation of the use or the character of the site has been found to be a nuisance or a public nuisance by a court of competent jurisdiction in any civil or criminal proceeding.

B. Appearance By Permit Holder or User: No conditional use permit shall be revoked against the wishes of the holder or user of the permit without first giving such person an opportunity to appear before the planning commission and show cause as to why the permit should not be revoked. Revocation of a conditional use permit shall not limit the city's ability to initiate or complete other legal proceedings against the holder or user of the permit.

10-15-15: EXPIRATION:

A. Substantial Action: A conditional use permit shall expire one (1) year after issuance unless substantial action, as determined by the planning commission, is taken to implement the permit. Upon request by the holder or user of a permit, filed with the building official prior to the expiration date, the planning commission may grant a maximum extension not to exceed six (6) months.

B. Cessation of Use: Once substantial action has been taken under a conditional use permit, the permit shall expire if the use for which the permit was granted has ceased for one (1) year (three hundred sixty five (365) calendar days) or more. The permit holder shall be given written notice that the permit has expired.

City Council Staff Report



Subject: Annexation Policy Plan Amendment
Author: Leesa Kapetanov
Department: Administration
Date: October 6, 2015

Recommendation

Staff recommends approval of the proposed South Ogden City Annexation Policy Plan.

Background

The City was approached by a landowner who owned two adjacent parcels- one in the City and the other just outside of it in unincorporated Weber County. In anticipation of developing the two parcels, the landowner asked if the parcel outside of the City could be annexed. The landowner worked with the City to determine how services to the property would be accessed. The parcel in question was also in Ogden City's Annexation Policy Plan, however Ogden said it would be willing to remove it from their plan if certain conditions were met. Through a cooperative effort between South Ogden City staff, Ogden City and the landowner, issues were worked out.

State law is very clear as to the process for adopting or amending an Annexation Policy Plan (APP). Below is a timeline of the adoption process:

- August 13 PC Meeting- Public Meeting at which affected entities (see attached list of affected entities) may comment or submit comments in writing up to 10 days after. No affected entities were present at the meeting, however Ogden City did submit a letter (see attached). APP was changed, adding the wording requested by Ogden City.
- September 10 PC Meeting- Public Hearing held for any interested person to comment. There were no comments at this meeting.
- October 6 CC Meeting- Public Hearing and possible adoption of APP

Analysis

Although the retention of water and accessing water and sewer will be costly to the owner, he is fully aware of the conditions and still desires to move forward with the annexation process. The property is located in a C-2 zone, however the owner has expressed a desire to develop the property with mixed use, that is both residential and commercial. This may be possible if the current form based code is adapted for the area and the zoning changed.

Significant Impacts

The City could potentially see an increase in property tax revenues once the area is developed, and depending on the type of development, could also see sales tax revenues increase.

Attachments

Ogden City Letter

Affected Entities

Engineer Review



OGDEN CITY PLANNING
2549 WASHINGTON BLVD SUITE 140
OGDEN, UT 84401
(801) 629-8930

August 11, 2015

South Ogden City
3950 Adams Avenue Ste 1
South Ogden, Utah 84403

Re; Amendment to South Ogden City Annexation Policy Plan

To whom it may concern:

Ogden City appreciates the noticing of the proposed amendment to the South Ogden Annexation Policy Plan. Ogden City's concern deals with Area 7 of the plan amendment. Parcel #07-004-0014 is already identified in Ogden City's annexation plan. (See 8.F.4.F of Ogden City's General Plan) as property Ogden City should annex in the future. Section 10.2.401.5(4) of the Utah State Code notes that communities should avoid overlaps with expansion areas of other communities.

A portion of the property slopes north to Ogden City and Birch Creek. In defining this area for potential annexation to Ogden, Ogden City stated the main reason is the drainage patterns of the land north into Ogden City. It is Ogden City's understanding that this parcel and the parcel to the south, which is in South Ogden City, is owned by the same person. Access to the property would be difficult from Ogden City. If the intent is to develop the entire property owned by the same individual, being in two cities would be difficult.

In order to avoid overlap Ogden City would consider amending its present annexation plan area 6 to remove this parcel provided that the South Ogden declaration be revised to make it clear that storm water drainage created by development be contained within the development of South Ogden' area 7 and not drain north to unincorporated lands or Ogden City. It should also state that development of this parcel (07-004-0014) needs to be in conjunction with the development of the property already in South Ogden City which is owned by the same entity. If this does not occur the overall utility service and drainage could not be adequately addressed for this individual property. By Ogden City removing this parcel from its annexation plan it should be understood that Ogden City will not provide any service or access to this land for development.

I would appreciate any comments you have regarding this proposal so that I may begin the necessary process of removal of this land from Ogden City's annexation plan if these conditions are agreeable.

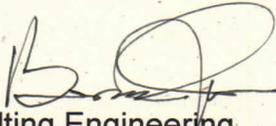
Sincerely

Greg Montgomery
Ogden City Planning Manager

| Entity | Attn: | Address | City | State | Zip |
|--|------------------------|---------------------------------|-------------|--------------|------------|
| Weber County Planning | | 2380 Washington Blvd., Ste 240 | Ogden | UT | 84401 |
| Ogden City Planning | | 2549 Washington Blvd., Ste. 140 | Ogden | UT | 84401 |
| Weber County School District | | 5320 Adams Ave. Pkwy | Ogden | UT | 84405 |
| Weber Basin Water Conservancy District | | 2837 E Highway 193 | Layton | UT | 84040 |
| Central Weber Sewer Improvement District | | 2618 W Pioneer Rd | Ogden | UT | 84404 |
| Weber Mosquito Abatement District | | 505 W 12th Street | Ogden | UT | 84404 |
| Weber Fire District | | 2023 W 1300 N | Ogden | UT | 84404 |
| Weber Area 911/Emergency Services | | 2186 Lincoln Ave. | Ogden | UT | 84401 |
| Weber County Clerk | | 2380 Washington Blvd., Ste 320 | Ogden | UT | 84401 |
| Ogden City Recorder | | 2549 Washington Blvd., Ste. 210 | Ogden | UT | 84401 |
| Weber/Morgan Health Department | Attn: Brian Bennion | 477 23rd Street | Ogden | UT | 84401 |
| Weber County Library | Attn: Lynnda Wangsgard | 2464 Jefferson Ave. | Ogden | UT | 84401 |



To: Leesa Kapetanov, City Recorder
South Ogden City

From: Brad C. Jensen, P.E. 
Wasatch Civil Consulting Engineering

Date: April 16, 2015

Subject: GBH Properties Group Parcel (07-004-0014)

We have reviewed the subject property with regard to the potential for providing a future development with utilities and have the following comments:

1. The subject property would receive culinary water from the adjacent storage tanks. Water pressure will be an issue for much of the property. Near Harrison Blvd., pressures tend to be in the more acceptable range of 40 to 50 psi. However, on the higher portions of the parcel, pressures will be relatively low (approximately 10 psi).
2. The location of the proposed culinary water connection will also be a potential problem. The culinary water connections for properties surrounding the subject parcel are all located near the intersection of the steel tank access road and Combe Road (5625 South Street) where the pressures are higher. Connecting at that point would require a line that crosses several other parcels of private property.
3. There is currently no city owned sanitary sewer or storm drain facilities located near the property. The closest sewer main line is located on Combe Road (5625 South Street). Any lines serving the subject property would need to run across private property to connect to the City main lines.

If you have any questions or required additional information, please feel free to contact me.

ORDINANCE NO. 15-23

AN ORDINANCE OF THE CITY OF SOUTH OGDEN CITY, UTAH, AMENDING AND READOPTING ITS ANNEXATION POLICY DECLARATION FOR THE CITY; ADDING AREA 7 TO THE PREVIOUSLY ADOPTED PLAN; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION AND DEPOSIT WITH THE CITY RECORDER.

Section 1. Recitals:

WHEREAS, the City Council finds that the City of South Ogden City (“City”) is a municipal corporation and a city of the fourth class duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the City Council finds that in conformance with UCA §10-3-717, the governing body of the city may exercise all administrative powers by resolution; and,

WHEREAS, the City Council finds that in conformance with UCA §10-3-702, the governing body of the city may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by State law or any other provision of law; and,

WHEREAS, the City Council finds that in conformance with UCA §10-2-401.5, the governing body of the city may pass adopt an annexation policy plan; and,

WHEREAS, the City Council finds it has previously adopted such an annexation policy plan; and,

WHEREAS, the City Council finds that certain changes to that prior plan should be made; and,

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue and requires action by the City as noted above; and,

WHEREAS, the City Council finds that the requisite notices and public hearings have been distributed and held;

NOW THEREFORE, BE IT ORDAINED By The City Council Of South Ogden City, Utah as follows:

The “South Ogden City Annexation Policy Plan (2008) Proposed Amendment 2015, Areas 1, 3, and 7” attached hereto as Attachment “A”, and by this reference incorporated, copies of which are on file in the Office of the City Recorder, is
Adopted.

Section 2. Repealer of Conflicting Enactments:

All orders, ordinances and resolutions regarding the changes enacted and adopted which have heretofore been adopted by the City, or parts thereof, which conflict with any of this Ordinance, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 3. Prior Ordinances and Resolutions:

The body and substance of all prior Ordinances and Resolutions, with their provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

Section 4 - Savings Clause:

If any provision of this Ordinance shall be held or deemed to be or shall be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed to be the separate independent and severable act of the City Council of South Ogden City.

Section 5. Date of Effect

This Ordinance shall be effective on the 6th day of October, 2015, and after publication or posting as required by law.

PASSED AND ADOPTED AND ORDERED POSTED by the City Council of South Ogden City, Utah this 6th day of October, 2015.

SOUTH OGDEN, a municipal corporation

by: _____
James F. Minister, Mayor

Attested and recorded

Leesa Kapetanov
City Recorder

ATTACHMENT “A”

ORDINANCE NO. 15-23

An Ordinance Of The City Of South Ogden City, Utah, Amending And Readopting Its Annexation Policy Declaration For The City; Adding Area 7 To The Previously Adopted Plan; And Providing That This Ordinance Shall Take Effect Immediately Upon Its Adoption And Deposit With The City Recorder.

06 Oct 15



**SOUTH OGDEN CITY ANNEXATION POLICY PLAN (2008)
PROPOSED AMENDMENT 2015
AREAS 1, 3 and 7**

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1. Background

Overview of the Process for Annexing Land into South Ogden City¹

Nature of the decision

This is a legislative decision that is made in two phases:

First, as a municipality that is willing to grow (some are not) and with an existing annexation policy plan in place, South Ogden must adopt a new annexation policy plan that reflects the new direction and changes. The existing South Ogden Annexation Policy Plan was adopted in 2008, replacing previous versions that were adopted in 1997 and modified in 2003 and 2006. This amendment modifies the 2008 South Ogden Amendment Policy Plan incorporating two of the existing annexation areas with minor modifications/ clarifications (Areas 1 and 2), maintaining one existing annexation area "as is" with minor text modifications (Area 3), deleting Annexation Area 4 in its entirety (the area has been annexed into South Ogden since the 2008 amendment was adopted), and adding two new annexation areas (Areas 5 and 6.)

Once the plan is adopted, individual annexation requests can be considered as legislative acts. Such proposals usually begin with a petition by the owners of more than 50 percent of the property in the proposed annexation area. The issue on a specific annexation request is whether or not South Ogden wishes to make the annexation; it typically has no duty to do so and has virtually complete discretion whether to make an annexation. In some cases, if enough landowners or residents within the proposed annexation area protest the annexation, the annexation cannot occur.

Who makes the decision?

In order for a property to be annexed, it must first be included in the city's annexation policy plan. The city council, by majority vote, adopts the annexation policy plan based on recommendations from the planning commission. Once the plan has been adopted, the decision to annex a property requires a simple majority of the council.

What notice is required?

There are several stages of meetings required and public notices provided for, but no specific notice to a particular property owner is required. However, notices to affected entities are required. When a particular property or area is slated for annexation, there is yet another set of public notice requirements, but still no requirement that affected property owners be notified directly. See the statute for specific language and requirements.

What public input is required?

The notice periods, public meetings and public hearings required in the preparation of an annexation policy plan are relatively extensive. Once the petition for a specific annexation is received, not only are public notices required, but specific notices to affected municipalities, Weber County, Weber School District, special service districts and other affected entities also must be provided.

¹ Information contained in the *Utah Citizen's Guide to Land Use Regulation - Specific Legislative Issues and How They are Resolved*, p.60-62. http://www.utahlanduse.org/pages/Citizens_Guide_Links.html was utilized as the basis of this section.

What are the issues?

The question of annexation is simple: Is this addition a good thing for the community?

How is the decision appealed?

Property owners can protest the petition to annex and refer it to a local appeals body called the Boundary Commission. This can also be done by the school district, special service district (a government utility provider), the county or a neighboring town. Once the Boundary Commission has made a decision, the local city council is to follow the commission's directive and annex the land or deny the request as instructed. Within 20 days of the boundary commission's decision, those who disagree must file a petition with the district court or their challenge will be too late.

Basic Annexation Criteria

In 1979, the Utah State Legislature passed an annexation law that outlined the criteria, policy declaration and standards required for annexation. The law also provided for a boundary commission to settle annexation disputes within each county. Changes to the law in 1997 eliminated the policy declaration requirement of the annexation law and made other procedural changes. In 2001, the Legislature further amended portions of the annexation law to further define the requirements and responsibilities of counties and municipalities regarding annexation. As of January 2002, the basic criteria under State Law are as follows:

1. A petition requesting annexation, signed by a majority of the owners of property in the area to be annexed (i.e., a majority of the private land and equal to at least 1/3 of the value of all private property, or 100 percent of owner if the area is within an agricultural protection area) be filed with the city recorder;
2. The properties to be annexed must be contiguous to each other;
3. The area to be annexed must be contiguous to the corporate boundaries of the municipality;
4. The area must not leave or create an unincorporated island or peninsula, except that existing islands or peninsulas within a city may be annexed in portions, leaving islands (See UCA 10- 2-418(1)(b), 1953)
5. The area must be within the municipality's expansion area;
6. An accurate and recordable plat, prepared by a licensed surveyor must accompany the petition; and
7. The plat and ordinance declaring the annexation be recorded by the County Recorder.

Specific Requirements of the Annexation Policy Plan

In addition to the above criteria, the amended Utah State Law requires that after December 2002, a municipality may not annex unincorporated land unless it has adopted an annexation policy plan. The policy plan is a description of those areas the city would consider annexing if petitioned by the owners, and the criteria that will be used to decide when to annex.

Specifically, the policy plan must include the following:

1. A map of the expansion area; and
2. A statement of the specific criteria that will guide the decision whether or not to grant future annexation petitions. The statement should include matters relevant to those criteria including the following:
 - The character of the community.
 - The need for municipal services in developed and undeveloped unincorporated areas.
 - The municipality's plans for extension of municipal services.
 - How the services will be financed.

- An estimate of the tax consequence to residents both currently within the municipal boundaries and in the expansion area.
 - The interests of all affected entities.
3. Justification for excluding from the expansion area any area containing urban development within ½ mile of the municipality's boundary

In developing, considering and adopting the annexation policy plan, the Planning Commission and City Council must:

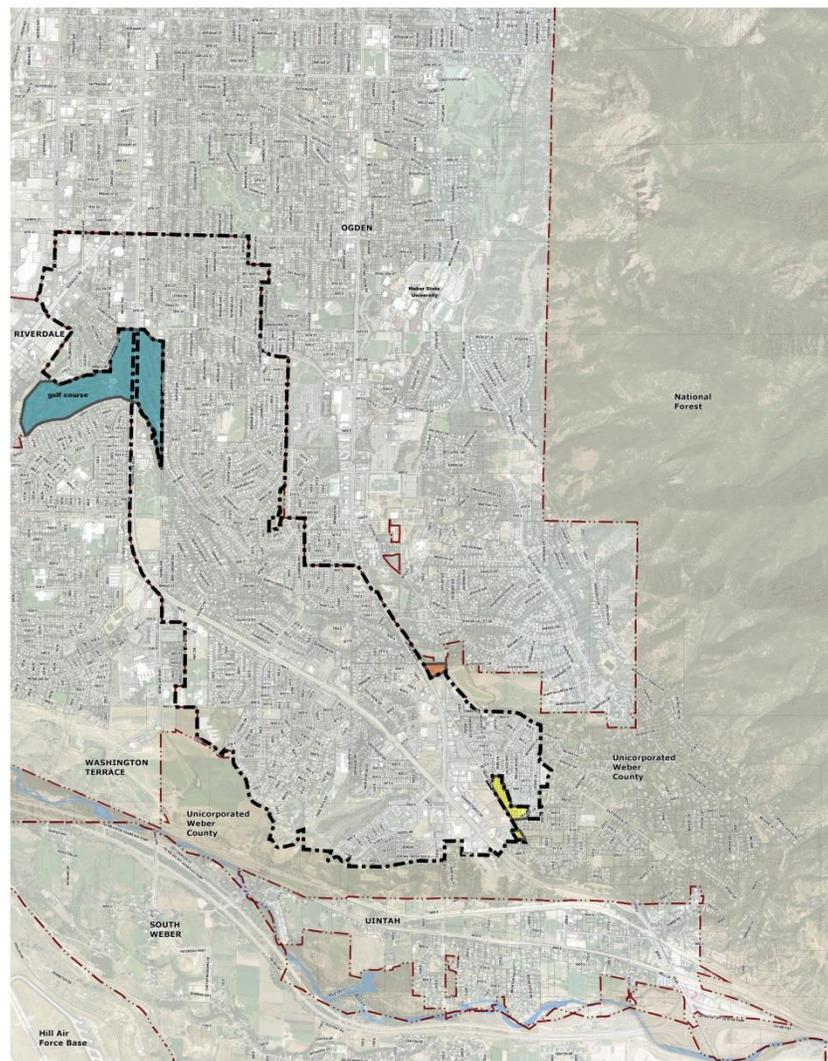
- Attempt to avoid gaps between or overlaps with the expansion areas of other municipalities;
- Consider population growth projections for the municipality and adjoining areas for the next 20 years;
- Consider current and projected costs of infrastructure, urban services and public facilities necessary to facilitate full development of the area within the municipality and to expand the infrastructure, services and facilities into the area being considered for inclusion in the expansion area;
- Consider the need over the next 20 years for additional land suitable for residential, commercial and industrial development;
- Consider the reasons for including agricultural lands, forests, recreational areas and wildlife management areas in the municipality; and
- Be guided by the principles set forth in UCA 10-2-403 (5), 1953.

2. Annexation Policy Plan Amendment 2015

NOTE

Annexation Expansion Areas 1 and 3 were originally approved by the City Council in 2003, and amended in 2006 and 2008. Annexation Area 7 is a new addition to the policy plan. Map 1 illustrates the location of Annexation Areas 1, 3 and 7 from a citywide context. Detailed maps of the same are provided in the annexation area descriptions that follow.

**Map 1
Annexation Areas**



ANNEXATION AREA OVERVIEW

- South Ogden City Boundary
- Adjacent Municipal/County Boundary
- Annexation Area 1
- Annexation Area 3
- Annexation Area 7

South Ogden General Plan
Map Analysis



0 0.25 0.5
Miles



AREA 1

CHARACTER OF THE COMMUNITY

This is a 126 acre site that currently encompasses the Ogden Golf and Country Club. The surrounding area is fully developed in South Ogden City as well as Washington Terrace and Riverdale City. Most of the surrounding area is made up of long established residential neighborhoods, with limited commercial uses located north of 40th Street in South Ogden, which is an arterial street. Access to the Ogden Golf and Country Club is from U.S. 89, a main arterial street that divides the golf course into two separate parcels. A tunnel is located under the street, providing a direct pedestrian link between the two parcels, and continuous pedestrian circulation throughout the course.

It should be noted that Washington Terrace has also adopted an annexation policy plan that includes Area 1 west of US-89 (see map for Area 1.)

NEED FOR MUNICIPAL SERVICES

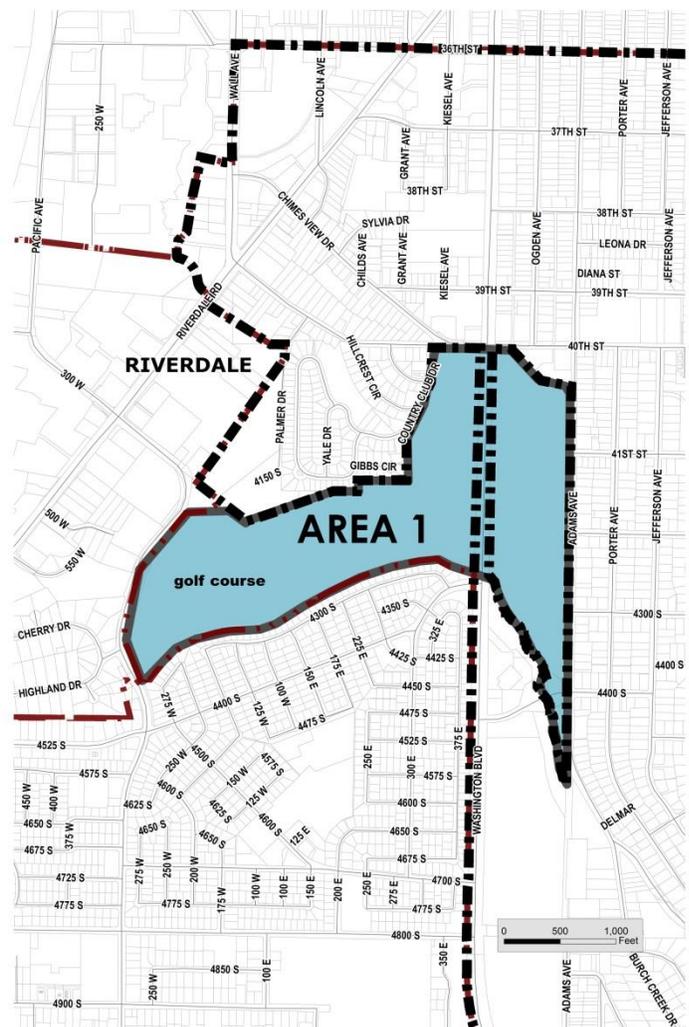
This area is the Ogden Golf and Country Club. The South Ogden City General Plan indicates a desire to maintain this open space as part of the City environment. The bulk of the facility is located on the east side of U.S. 89, forming an island of unincorporated Weber County land. The site does not

need to be annexed to South Ogden to remain a visual asset to the community. However, in the event that the club organization wants to become part of the City, the City would consider annexation. The City will then provide all municipal services as provided to others in the City. In the event that the club organization offers the facility for sale, South Ogden City would investigate the possibility of purchasing the property as a City facility or a jointly owned facility with other municipal entities such as Weber County and Washington Terrace.

The cost of providing municipal services to the area "as is" would be minimal and would have little impact on the existing City infrastructure or organization. The loss to Weber County would in turn be minimal because of the low demand for services.

ESTIMATE OF TAX CONSEQUENCES

The estimated tax consequences would be minimal, having little impact on the existing South Ogden City tax burden or benefit. The loss to Weber County would likewise be minimal.



THE AFFECTED ENTITIES

- Riverdale City
- Washington Terrace
- Ogden City
- Weber School District
- Weber County
- Weber County Library
- Central Weber Sewer Improvement District
- Weber Mosquito Abatement District
- Weber Area 911 Dispatch
- Weber Basin Water
- Weber/Morgan Health Department
- Weber Fire District

AREA 3

CHARACTER OF THE COMMUNITY

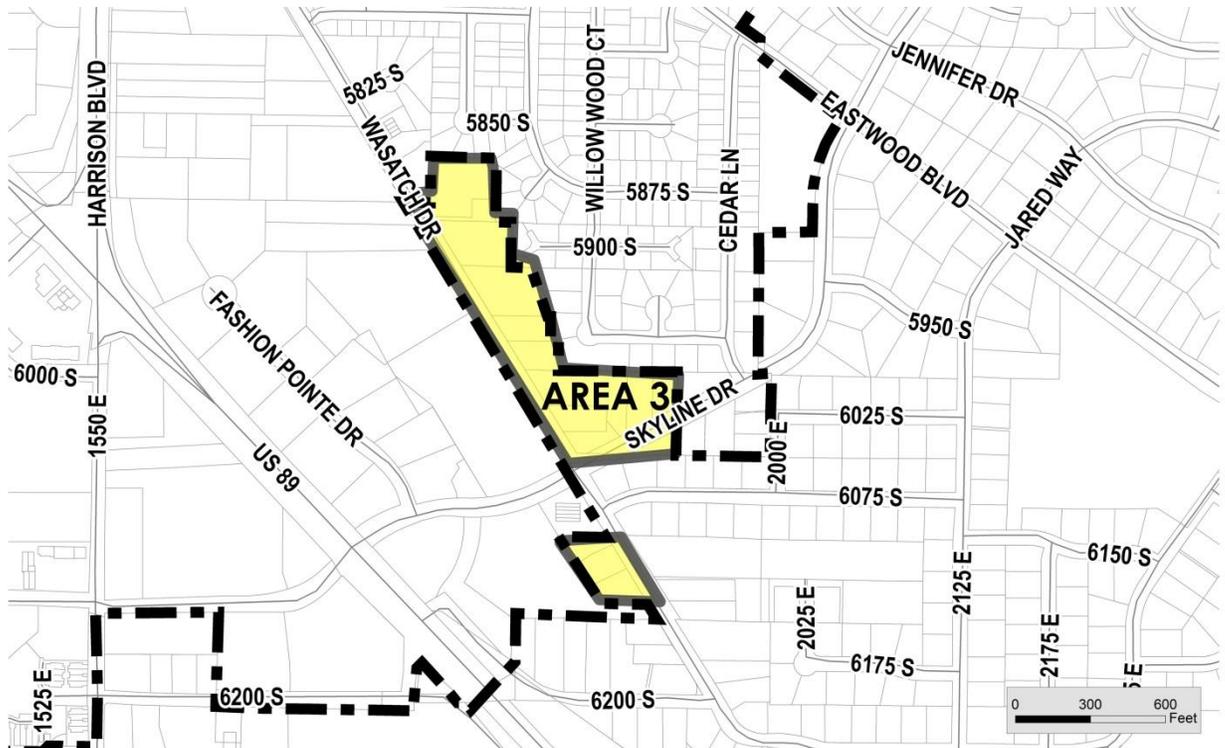
This area consists of two small portions comprising a total of 11 acres. The surrounding South Ogden community was developed primarily in 1970's, and is primarily lower-density residential in character. The area also includes a few older homes in addition to a few newer homes that have been developed in recent years. Wasatch Drive is a collector street that services most of the community. The proposed annexation area is located at the southern extents of this roadway, where it is anticipated that the properties located on the east side of the street will be developed with residential homes similar to those that surround it, while the properties on the west side of Wasatch Drive will be commercial in nature, matching the uses to the southwest. It is expected that office buildings and/or retail uses will be located on the latter site. The unincorporated area to the south and east are dominated by low-density residential neighborhoods that have been in existence for several decades.

NEED FOR MUNICIPAL SERVICES

Area 3 has been planned for development expansion for several years. The utilities necessary to facilitate this development are available through South Ogden City and the Uintah Highlands Improvement District. As development is approved, costs to connect to or expand the utilities will be paid by the developers, with the costs to maintain public improvements will be offset by the anticipated increase in tax revenues.

ESTIMATE OF TAX CONSEQUENCES

The small size of this annexation area, coupled by the fact that infrastructure is readily available supports the notion that costs can be easily absorbed by the increase in tax revenue generated by new development. Service costs will either remain the same or be reduced assuming South Ogden City provides the services.



THE AFFECTED ENTITIES

- Weber County
- Uintah City
- Ogden City
- Weber School District
- Uintah Highlands Water and Sewer Improvement District
- Central Weber Sewer Improvement District
- Weber Mosquito Abatement District
- Weber Area 911 Dispatch
- Weber Basin Water Conservancy District
- Weber Fire District
- Weber County Library
- Weber/Morgan Health Department

AREA 7

CHARACTER OF THE COMMUNITY

This area consists of a small parcel approximately three acres in extent. The surrounding South Ogden community has been developed since the 1970's, and is primarily commercial in character. The surrounding area also includes a few older homes in addition to some newer homes that have been developed in recent years. Harrison Boulevard provides access to the site. The roadway is an arterial street that serves much of the community. The site is located on the toe of a steep slope occupied by two large water storage tanks and other buildings. The

proposed annexation area is located at the eastern edge of the city, and will create a small island of unincorporated county north of the site.

A portion of the property slopes north to Ogden City and Burch Creek, and the entire site is currently identified in Ogden City's annexation plan as property Ogden City will consider annexing in the future (See 8.F.4.F of the Ogden City General Plan). In defining this area for potential annexation, Ogden City's support for annexation is based primarily on the fact that the site drains north into Ogden City. However, access to the property would be difficult from Ogden City. It is the understanding of Ogden City that Area 7 and the parcel immediately south (which is located in South Ogden City), are currently owned by the same person. If the intent is to develop the entire property owned by the same individual, being in two cities would be difficult.

Section 10.2.401.5(4) of the Utah State Code indicates that communities should avoid overlaps with expansion areas of other communities. In order to avoid overlap, Ogden City has submitted a letter to South Ogden City, indicating they would consider amending Ogden City's existing annexation plan to remove this parcel, provided the following conditions are met:

- That storm water drainage created by development on the property be contained within South Ogden and not be allowed to drain north into unincorporated or Ogden City lands;
- That development in Area 7 only be allowed in conjunction with development of the adjacent property in South Ogden City that is owned by the same entity so that the overall utility service and drainage needs for the site can be adequately addressed for both sites; and
- That it is understood Ogden City will not provide any service or access to this land for development.

NEED FOR MUNICIPAL SERVICES

According to an assessment by the South Ogden City Engineer, Area 7 would receive culinary water from the adjacent storage tanks. Water pressure will be an issue for much of the property near Harrison Boulevard, with pressures tending to be in the more acceptable range of 40 to 50 psi. However, on the higher portions of the parcel, pressures will be relatively low (approximately 10 psi).

The location of the proposed culinary water connection will also be a potential problem. The culinary water connections for properties surrounding the subject parcel are all located near the intersection of the steel tank access road and Combe Road (5625 South Street) where the pressures are higher. Connecting at that point would require a line that crosses several other parcels of private property.

There is currently no city owned sanitary sewer or storm drain facilities located near the property. The closest sewer main line is located on Combe Road (5625 South Street). Any lines serving the subject property would need to run across private property to connect to the City main lines.

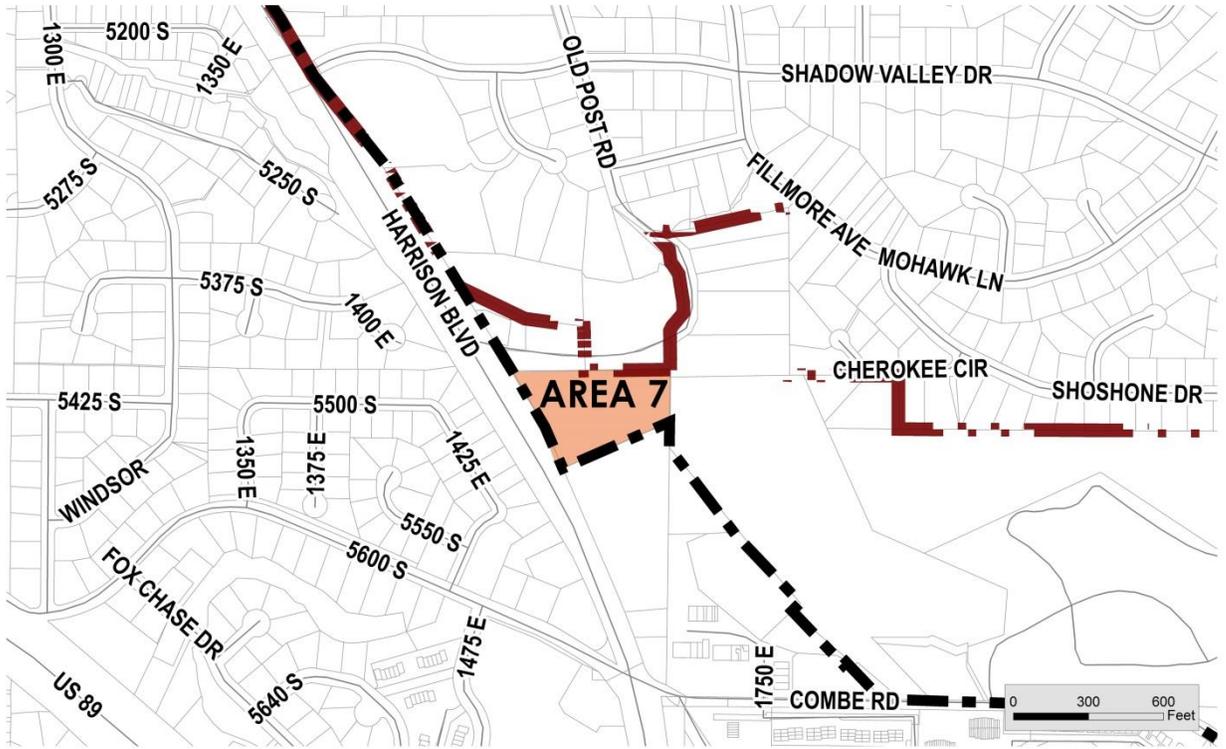
ESTIMATE OF TAX CONSEQUENCES

The small size of this annexation area, and the assumption that infrastructure costs would be provided by the owner or developer, supports the notion that tax consequences –both negative and positive – will be minor.

THE AFFECTED ENTITIES

- Weber County
- Ogden City

- Weber School District
- Central Weber Sewer Improvement District
- Weber Mosquito Abatement District
- Weber Area 911 Dispatch
- Weber Basin Water Conservancy District
- Weber Fire District
- Weber County Library
- Weber/Morgan Health Department



3. State Law Regarding Annexations

In 1979, the Utah State Legislature passed an annexation law that outlined the criteria, policy declaration and standards required for annexation. The law also provided for a boundary commission to settle annexation disputes within each county. Changes to the law in 1997 eliminated the policy declaration requirement of the annexation law and made other procedural changes. In 2001, the Legislature further amended portions of the annexation law to further define the requirements and responsibilities of counties and municipalities regarding annexation

After December 31, 2002, laws were adopted that ensured that no municipality may annex an unincorporated area located within a specified county unless the municipality has adopted an annexation policy plan as provided below.

To adopt an annexation policy plan the planning commission shall:

- prepare a proposed annexation policy plan that complies with Subsection (3);
- hold a public meeting to allow affected entities to examine the proposed annexation policy plan and to provide input on it;
- provide notice of the public meeting under Subsection (2)(a)(ii) to each affected entity at least 14 days before the meeting;
- accept and consider any additional written comments from affected entities until 10 days after the public meeting under Subsection (2)(a)(ii);
- before holding the public hearing required under Subsection (2)(a)(vi), make any modifications to the proposed annexation policy plan the planning commission considers appropriate, based on input provided at or within 10 days after the public meeting under Subsection (2)(a)(ii);
- hold a public hearing on the proposed annexation policy plan;
- provide reasonable public notice, including notice to each affected entity, of the public hearing required under Subsection (2)(a)(vi) at least 14 days before the date of the hearing;
- make any modifications to the proposed annexation policy plan the planning commission considers appropriate, based on public input provided at the public hearing.

The Planning Commission shall submit its recommended annexation policy plan to the municipal legislative body (city council) and the municipal legislative body shall:

- hold a public hearing on the annexation policy plan recommended by the planning commission;
- provide reasonable notice, including notice to each affected entity, of the public hearing at least 14 days before the date of the hearing;
- after the public hearing under Subsection (2)(b)(ii), make any modifications to the recommended annexation policy plan that the legislative body considers appropriate; and
- adopt the recommended annexation policy plan, with or without modifications.

Each annexation policy plan shall include:

- a map of the expansion area which may include territory located outside the county in which the municipality is located;
- a statement of the specific criteria that will guide the municipality's decision whether or not to grant future annexation petitions, addressing matters relevant to those criteria including:
 - the character of the community;

- the need for municipal services in developed and undeveloped unincorporated areas;
 - the municipality's plans for extension of municipal services;
 - how the services will be financed;
 - an estimate of the tax consequences to residents both currently within the municipal boundaries and in the expansion area; and
 - the interests of all affected entities;
- justification for excluding from the expansion area any area containing urban development within 1/2 mile of the municipality's boundary; and
 - a statement addressing any comments made by affected entities at or within 10 days after the public meeting under Subsection (2)(a)(ii).

In developing, considering, and adopting an annexation policy plan, the planning commission and municipal legislative body shall:

- attempt to avoid gaps between or overlaps with the expansion areas of other municipalities;
- consider population growth projections for the municipality and adjoining areas for the next 20 years;
- consider current and projected costs of infrastructure, urban services, and public facilities necessary:
 - to facilitate full development of the area within the municipality; and
 - to expand the infrastructure, services, and facilities into the area being considered for inclusion in the expansion area.
- consider, in conjunction with the municipality's general plan, the need over the next 20 years for additional land suitable for residential, commercial, and industrial development;
- consider the reasons for including agricultural lands, forests, recreational areas, and wildlife management areas in the municipality; and
- be guided by the principles set forth in Subsection 10-2-403 (5) of the Utah State Code.

Within 30 days after adopting an annexation policy plan, the municipal legislative body shall submit a copy of the plan to the legislative body of each county in which any of the municipality's expansion area is located.

Nothing in this chapter may be construed to prohibit or restrict two or more municipalities in specified counties from negotiating and cooperating with respect to defining each municipality's expansion area under an annexation policy plan.

City Council Staff Report



Subject: Refunding the Series 2006 Sales Tax Revenue Bonds
Author: Steve Liebersbach
Department: Finance
Date: Council meeting on 10/06/2015

Background

The City has the Series 2006 Sales Tax Revenue Bonds outstanding in the amount of approximately \$6,020,000.

Analysis

The City has been working with Zions Bank Public Finance as they have been watching rates and the current market and there is an opportunity to refinance these bonds at a lower rate of interest and save the City some money on interest. Previously the Council made public the City's intent to do this, now you are authorizing the City to do so.

Recommendation

Staff recommends that the City Council approve Resolution 15-42.

Significant Impacts

The potential savings over the life of the bonds which expire in 2029 is in the neighborhood of \$350,000 depending on the interest rate the City is able to lock in at.

Attachments

Resolution 15-42.

South Ogden, Utah

October 6, 2015

The City Council (the "Council") of South Ogden City, Utah (the "City"), met in regular session in South Ogden, Utah, on October 6, 2015, at 7:00 p.m., with the following Councilmembers being present either personally or electronically (by phone):

| | |
|----------------|---------------|
| James Minster | Mayor |
| Bryan Benard | Councilmember |
| Sallee Orr | Councilmember |
| Russell Porter | Councilmember |
| Brent Strate | Councilmember |
| Wayne Smith | Councilmember |

Also present:

| | |
|-----------------|---------------|
| Leesa Kapetanov | City Recorder |
|-----------------|---------------|

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this October 6, 2015, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. 15-42

A RESOLUTION OF THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF ITS SALES TAX REVENUE REFUNDING BONDS, SERIES 2015 (THE "SERIES 2015 BONDS") IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,350,000; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE POWER TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2015 BONDS WITHIN CERTAIN PARAMETERS PREVIOUSLY ADOPTED BY A RESOLUTION OF THE ISSUER; PROVIDING FOR THE PLEDGING OF CERTAIN REVENUES FOR THE PAYMENT OF SAID SERIES 2015 BONDS; AUTHORIZING THE EXECUTION BY THE ISSUER OF A SUPPLEMENTAL INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the Issuer desires to (a) refund all or a portion of the Issuer's currently outstanding Sales Tax Revenue Bonds, Series 2006 (the "Refunded Bonds") and (b) pay costs of issuance with respect to the Series 2015 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Federally Taxable/Convertible to Tax-Exempt Sales Tax Revenue Refunding Bonds, Series 2015 (to be issued in one or more series from time to time and with any other series or title designations) (the "Series 2015 Bonds"), pursuant to (a) the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Act"), (b) this Resolution, and (c) a General Indenture of Trust dated as of April 1, 2004, as heretofore amended and supplemented (the "General Indenture"), as further amended and supplemented by a Supplemental Indenture (the "Supplemental Indenture," and together with the General Indenture, the "Indenture"), in substantially the forms presented to the meeting at which this Resolution was adopted and which are attached hereto as Exhibit B; and

WHEREAS, by resolution adopted September 1, 2015 (the "Parameters Resolution"), the Issuer approved the issuance of the Series 2015 Bonds, established parameters therefore and directed the publication of a "Notice of Bonds to be Issued" (the "Notice"); and

WHEREAS, the Issuer hereby entitles such Series 2015 Bonds authorized by the Parameters Resolution as the Series 2015 Bonds; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the “Bond Purchase Agreement”) to be entered into between the Issuer and the purchaser selected by the Issuer for the Series 2015 Bonds (the “Purchaser”) in substantially the form attached hereto as Exhibit C; and

WHEREAS, in order to allow the Issuer (in consultation with the Issuer’s municipal advisor, Zions Bank Public Finance (the “Municipal Advisor”)) flexibility in setting the pricing date of the Series 2015 Bonds to optimize debt service savings to the Issuer, the Council desires to grant to the [Mayor or Mayor pro tem (collectively, the “Mayor”), and the Finance Director or City Manager of the Issuer] (collectively, the “Designated Officers”) the authority to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2015 Bonds shall be sold, and to set forth the final terms of the Series 2015 Bonds, and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution and the Parameters Resolution (the “Parameters”).

NOW, THEREFORE, it is hereby resolved by the City Council of South Ogden City, Utah, as follows:

Section 1. For the purpose of (a) refunding the Refunded Bonds and (b) paying costs of issuance of the Series 2015 Bonds, the Issuer hereby authorizes the issuance of the Series 2015 Bonds which shall be designated “South Ogden City, Utah Federally Taxable/Convertible to Tax-Exempt Sales Tax Revenue Refunding Bonds, Series 2015” (to be issued in one or more series from time to time and with such other series or title designation) in the initial aggregate principal amount of not to exceed \$6,350,000.

Section 2. The final interest rate or rates for the Series 2015 Bonds and other terms shall be set by the Designated Officers within the parameters of the Parameters Resolution, in consultation with the Municipal Advisor, at the rate or rates which will, taking into account the purchase price offered by the Purchaser of the Series 2015 Bonds, in the opinion of the Designated Officers, result in a net present value savings for the refunding acceptable to the Issuer at the time of the sale of the Series 2015 Bonds and evidenced by execution by the Issuer of the Bond Purchase Agreement.

Section 3. The Supplemental Indenture and the Bond Purchase Agreement in substantially the forms presented to this meeting and attached hereto as Exhibits B and C, respectively, are hereby authorized, approved, and confirmed. The Mayor and the City Recorder are hereby authorized to execute and deliver the Supplemental Indenture and the Bond Purchase Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 4 hereof. The above described committee of the Designated Officers are hereby authorized to select the Purchaser and to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates (including any conversion thereof to tax-exempt interest rates), redemption features, and purchase price

with respect to the Series 2015 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution and the Parameters Resolution.

Section 4. The Designated Officers or any other appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Indenture, the Series 2015 Bonds, the Bond Purchase Agreement or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2015 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 5. The form, terms, and provisions of the Series 2015 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and the City Recorder are hereby authorized and directed to execute and seal the Series 2015 Bonds and to deliver said Series 2015 Bonds to the Purchaser. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 6. The Designated Officers or any other appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Purchaser the Series 2015 Bonds in accordance with the provisions of the Indenture.

Section 7. Upon their issuance, the Series 2015 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2015 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2015 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 8. The Designated Officers or any other appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including but not limited to an escrow deposit agreement) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 9. After the Series 2015 Bonds are delivered to the Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2015 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 10. It is hereby declared that all parts of this Resolution are severable, and if any section, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause

or provision shall not affect the remaining sections, clauses or provisions of this Resolution.

Section 11. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict herewith are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation or part thereof heretofore repealed.

APPROVED AND ADOPTED this October 6, 2015.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Leesa Kapetanov, the undersigned City Recorder of South Ogden City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the October 6, 2015, public meeting held by the City Council of the City (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on _____, 2015, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Ogden Standard Examiner on _____, 2015, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this October 6, 2015.

(SEAL)

By: _____
City Recorder

SCHEDULE 1
NOTICE OF MEETING

EXHIBIT B

SUPPLEMENTAL INDENTURE

(See Transcript Document No. __)

FIFTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of October 1, 2015

by and between

SOUTH OGDEN CITY, UTAH

and

ZIONS FIRST NATIONAL BANK,
(as successor Trustee to U.S. Bank, National Association)

and supplementing
General Indenture of Trust
Dated as of April 1, 2004

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FIFTH SUPPLEMENTAL INDENTURE OF TRUST

This Fifth Supplemental Indenture of Trust, dated as of October 1, 2015, by and between South Ogden City, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the “Issuer”) and Zions First National Bank, (as successor Trustee to U.S. Bank National Association) authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah, (the “Trustee”);

WITNESSETH:

WHEREAS, the Issuer has entered into a General Indenture of Trust dated as of April 1, 2004 (the “General Indenture”), as heretofore amended and supplemented; and

WHEREAS, the Issuer desires to refund its outstanding Sales Tax Revenue Refunding Bonds, Series 2006 (the “Refunded Bonds”) and pay issuance expenses to be incurred in connection with the issuance and sale of the Series 2015 Bonds herein defined; and

WHEREAS, pursuant to the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, and the terms of the General Indenture and this Fifth Supplemental Indenture of Trust (the “Fifth Supplemental Indenture” and together with the General Indenture, the “Indenture”) the Issuer now desires to issue its Federally Taxable/Convertible to Tax-Exempt Sales and Excise Tax Revenue Refunding Bonds, Series 2015 in the total principal amount of \$6,328,000 (the “Series 2015 Bonds”) to (i) refund the Refunded Bonds, and (ii) pay issuance expenses to be incurred in connection with the issuance and sale of the Series 2015 Bonds; and

WHEREAS, based upon the information available to the Issuer, the Local Sales and Use Tax revenues to be received by the Issuer pursuant to Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended and the Municipal Telecommunications License Tax revenues received by the Issuer pursuant to Title 10, Chapter 1, Part 4, Utah Code Annotated 1953, as amended, to the payment of the Series 2015 Bonds will produce sufficient Revenues (as defined in the General Indenture and amended hereby) to pay the debt service on the Series 2015 Bonds; and the Series 2015 Bonds shall not at any one time exceed an amount for which the average annual installments of principal and interest will exceed 80% of the revenues received by the Issuer during its fiscal year immediately preceding the fiscal year in which the Series 2015 Bonds will be issued; and

WHEREAS, the Issuer has certified that all requirements of the General Indenture for the issuance of the Series 2015 Bonds have been met and complied with; and

WHEREAS, the Issuer has heretofore appointed Zions First National Bank, as successor Trustee to U.S. Bank National Association, pursuant to the provisions of the Indenture; and

WHEREAS, the Issuer has determined that it is in the best interests of the citizens of the Issuer to issue the Series 2015 Bonds to refund the Refunded Bonds; and

WHEREAS, Bank of Utah (the “Purchaser”) has agreed to purchase the Series 2015 Bonds upon the terms and conditions set forth in a Bond Purchase Agreement dated October 13, 2015, and attached hereto as Exhibit A (the “Purchase Agreement”); and

WHEREAS, the Series 2015 Bonds will be authorized, issued, and secured under the General Indenture, as amended and supplemented by this Fifth Supplemental Indenture; and

WHEREAS, the execution and delivery of the Series 2015 Bonds and of this Fifth Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2015 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Fifth Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS FIFTH SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2015 Bonds and all Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds, to secure the Security Instrument Issuers of Security Instruments for any Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time, and the issuance of the Reserve Instruments by the Reserve Instrument Providers, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Fifth Supplemental Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over, and pledge unto Zions First National Bank, as Trustee, its successors and trusts and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all rights, title, and interest of the Issuer in and to (a) the Revenues (as defined in the Indenture), (b) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (c) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond over any other Bond, and SECOND, for the equal and proportionate benefit, security, without privilege, priority, or distinction as to the lien or otherwise of

any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery, or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This Fifth Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2 Uniform Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, when used herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below.

Section 1.3 Additional Definitions. For purposes of the General Indenture and this Fifth Supplemental Indenture, the following terms shall, unless the context clearly requires otherwise, have the meanings as follows:

“Bond Purchase Agreement” means the Bond Purchase Agreement dated October 13, 2015, between the Issuer and the Purchaser, pursuant to which the Series 2015 Bonds are to be sold by the Issuer to the Purchaser.

“Debt Service Reserve Requirement” means, with respect to the Series 2015 Bonds, the amount equal to \$0.

[“Default Rate” means _____ percent (___%) per annum.]

“Escrow Agent” means Zions First National Bank, as Escrow Agent under the Escrow Agreement.

“Escrow Agreement” means the Escrow Deposit Agreement dated as of October 1, 2015, by and between the Escrow Agent and the Issuer and relating to the Refunded Bonds.

“Interest Payment Date” means, with respect to the Series 2015 Bonds, each May 1 and November 1 commencing May 1, 2016.

“Original Issue Date” means October 13, 2015.

“Outstanding Bonds” means collectively, the Issuer’s Sales and Excise Tax Revenue Bonds, Series 2009 and the Sales and Excise Tax Revenue Refunding Bonds, Series 2014.

“Paying Agent,” when used with respect to the Series 2015 Bonds, means the person or persons authorized by the Issuer to pay the principal of (and premium, if any,

on), and interest on, the Series 2015 Bonds on behalf of the Issuer, and initially is the Trustee.

“Purchaser” means Bank of Utah.

“Refunded Bonds” means the South Ogden City, Utah Sales Tax Revenue Refunding Bonds, Series 2006 maturing on and after May 1, 2016.

“Register” means the record of ownership of the Series 2015 Bonds maintained by the Registrar.

“Series 2006 Bonds” means the Issuer’s outstanding Sales Tax Revenue Refunding Bonds, Series 2006 originally issued in the total principal amount of \$6,245,000.

“Series 2015 Bonds” means the Issuer’s \$6,328,000 Federally Taxable/Convertible to Tax-Exempt Sales and Excise Tax Revenue Refunding Bonds, Series 2015, herein authorized.

“Series 2015 Cost of Issuance Account” means the account established under this Fifth Supplemental Indenture and held in trust by the Trustee, into which a portion of the proceeds of the Series 2015 Bonds shall be deposited as provided herein.

“Tax-Exempt Bond” means each Series 2015 Bond after a Tax-Exempt Conversion Date with respect thereto.

“Tax-Exempt Conversion Date” means, , with respect to any Tax-Exempt Bond, the date on which such Tax-Exempt Bond begins to bear interest at its Tax-Exempt Rate pursuant to the provisions of this Indenture. Such Date is currently expected to be on February 2, 2016, but could be on any date thereafter at the discretion of the Issuer.

“Tax-Exempt Rate” means the interest rate to be borne by a Tax-Exempt Bond from and after the Tax-Exempt Conversion Date for such Tax-Exempt Bond, which interest is excludable from the gross income of the owner thereof for federal income tax purposes under Section 103(a) of the Code, or any successor provision thereto.

“Taxable Bond” means each Series 2015 Bond prior to the Tax-Exempt Conversion Date, if any, with respect thereto.

“Taxable Rate” means the interest rate to be borne by any Bond prior to a Tax-Exempt Conversion Date applicable to such Bond. The Taxable Rate for each Bond is as provided in this Indenture.

ARTICLE II

ISSUANCE OF THE SERIES 2015 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2015 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) refund the Refunded Bonds, and (ii) pay costs incurred in connection with the issuance of the Series 2015 Bonds. The Series 2015 Bonds shall be limited to \$6,328,000 in aggregate principal amount, shall be issued in fully registered form, shall be in substantially the form and contain substantially the terms contained in Exhibit B attached hereto and made a part hereof, shall be issued in denominations of \$1,000 or any integral multiple thereof, and shall bear interest and be payable as to principal or redemption price as specified herein. The Series 2015 Bonds shall be designated as, and shall be distinguished from the Series 2015 Bonds of all other series by the title, “South Ogden City, Utah Federally Taxable/Convertible to Tax-Exempt Sales and Excise Tax Revenue Refunding Bonds, Series 2015.”

Section 2.2 Date, Denominations, Maturities and Interest. The Series 2015 Bonds shall be dated as of their Original Issue Date and shall mature and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Series 2015 Bonds shall bear interest from such date, or unless such Series 2015 Bonds are authenticated prior to the first Interest Payment Date, in which event such Series 2015 Bonds shall bear interest from their Original Issue Date or unless, as shown by the records of the Trustee, interest on the Series 2015 Bonds shall be in default, in which event such Series 2015 Bonds shall bear interest at the Default Rate from the date to which interest has been paid in full, or unless no interest shall have been paid on such Series 2015 Bonds, in which event such Series 2015 Bonds shall bear interest at the Default Rate from their Original Issue Date, payable on each Interest Payment Date, at the rates per annum as set forth below:

| <u>Maturity Date</u> <u>(May 1)</u> | <u>Principal Amount</u> | <u>Interest Rate</u> |
|--|-------------------------|----------------------|
| 2016 | \$108,000 | 0.850% |
| 2017 | 80,000 | 1.200 |
| 2018 | 80,000 | 1.350 |
| 2019 | 495,000 | 1.500 |
| 2020 | 495,000 | 1.650 |
| 2021 | 510,000 | 1.900 |
| 2022 | 521,000 | 2.150 |
| 2023 | 532,000 | 2.400 |
| 2024 | 543,000 | 2.650 |
| 2025 | 560,000 | 2.950 |
| 2026 | 572,000 | 3.150 |
| 2027 | 591,000 | 3.300 |
| 2028 | 609,000 | 3.400 |

2029

632,000

3.500

Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Principal and interest payments which are not made within 15 days of when they are due will bear interest at the Default Rate from and after such due date until paid in full.

Principal and premium, if any, shall be due and payable at maturity or prior redemption upon surrender of the Series 2015 Bond at the designated corporate trust office of Trustee and Paying Agent or its successors, or alternatively the Bondholder shall provide the Trustee with a written certificate (at no cost or expense to the Purchaser and in substantially the form attached hereto as Exhibit D) that the Series 2015 Bond has been lost, mutilated or destroyed. Interest on the Series 2015 Bond shall be payable by wire, check, or draft mailed to the Registered Owner hereof at its address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed (by certified mail) or wired. Both principal and interest shall be payable in lawful money of the United States of America.

Prior to a Tax-Exempt Conversion Date, if any, the Series 2015 Bonds shall bear interest (based on a 360-day year consisting of twelve 30-day months) at the Taxable Rate.

From and after the Tax-Exempt Conversion Date, if any, for a Series 2015 Bond, such Series 2015 Bond shall bear interest (based on a 360-day year consisting of twelve 30-day months) at the Tax-Exempt Rate.

Section 2.3 Redemption. The Series 2015 Bonds are subject to redemption prior to maturity on any date, in whole or in part, at the option of the Issuer, in chronological order of maturity, upon not less than thirty (30) nor more than sixty (60) days' prior notice at a redemption price equal to 100% of the principal amount of the Series 2015 Bonds to be redeemed plus accrued interest, including any default interest, thereon to the date of redemption.

Section 2.4 Execution of Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2015 Bonds and the City Recorder to countersign by facsimile or manual signature the Series 2015 Bonds and to have imprinted, engraved, lithographed, stamped, or otherwise placed on the Series 2015 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2015 Bonds.

Section 2.5 Negotiability, Transfer and Registry. All the Series 2015 Bonds issued under this Indenture shall be negotiable, subject to the provisions for registration and transfer contained in this Indenture and in the Series 2015 Bonds. So long as any of

the Series 2015 Bonds shall remain Outstanding, the Issuer shall maintain and keep, at the Corporate Trust Office of the Bond Registrar, books for the registration and transfer of the Series 2015 Bonds, and, upon presentation thereof for such purpose at such Corporate Trust Office, the Issuer shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Bond Registrar may prescribe, any Series 2015 Bond. As long as any of the Series 2015 Bonds remain Outstanding, the Issuer shall make all necessary provisions to permit the exchange of Series 2015 Bonds at the Corporate Trust Office of the Bond Registrar.

Section 2.6 Delivery of Bonds. The Series 2015 Bonds, when executed, registered, and authenticated as provided herein and by law, shall be delivered by the Issuer to the Purchaser upon receiving full payment therefor as provided herein.

Section 2.7 Conversion of Series 2015 Bonds to the Tax-Exempt Rate; Interest Rate Reset. (a) On any date on or after February 2, 2016, if the documents required by Section 2.6(c) hereof are delivered to the Paying Agent, the interest rate to be borne by all or any portion of the Series 2015 Bonds shall be converted to the Tax-Exempt Rates upon receipt by the Paying Agent of a direction from the Designated Officers not less than 15 days prior to the Tax-Exempt Conversion Date directing that such conversion occur on such Tax-Exempt Conversion Date and, if less than all of the Series 2015 Bonds are to be subject to such conversion, designating the principal amount thereof to be so converted (the Paying Agent to determine by lot the particular Series 2015 Bonds that will be subject to conversion). Such direction shall be accompanied by written advice from Ballard Spahr LLP (“Bond Counsel”) that such Bond Counsel expects to be able to render an opinion of Bond Counsel on the Tax-Exempt Conversion Date to the effect that interest on the Series 2015 Bonds subject to such proposed conversion (the “Bonds to be Converted”) from and after the Tax-Exempt Conversion Date will not be includible in the gross income of the Owners thereof for federal income tax purposes under Section 103(a) of the Code (or any similar legislation enacted in replacement thereof) and the regulations promulgated thereunder and that the Issuer has properly designed such Series 2015 Bonds to be Converted as “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Code (or any similar legislation enacted in replacement thereof) and any regulations promulgated thereunder.

(b) The Paying Agent shall give written notice, in the form provided by the Issuer in the direction from the Designated Officers required by paragraph (a) above, to each Owner of the Bonds to be Converted at least 5 days prior to the proposed Tax-Exempt Conversion Date therefore, which notice shall state that the interest rate on the Bonds to be Converted will be converted to the Tax-Exempt Rate on such Tax-Exempt Conversion Date. The notice of the proposed Tax-Exempt Conversion Date from the Trustee to the Owners of the Bonds to be Converted shall be conditioned upon the receipt by the Trustee of the items set forth in Section 2.7(c) hereof on or prior to the proposed Tax-Exempt Conversion Date, and shall indicate that if such items are not received, the notice will be of no effect, and the Bonds to be Converted will not be converted to the Tax-Exempt

Rate on the proposed Tax-Exempt Conversion. The failure of the Trustee to mail any such notice, or any defect in any such notice or in the mailing thereof, will not affect the validity of the conversion of the interest rate on any Bonds, to the Tax-Exempt Rate.

(c) On or prior to the Tax-Exempt Conversion Date for any Bonds to be Converted, there shall be filed with or delivered to the Trustee and the Issuer:

(i) appropriate amendments or supplements, if any to this Indenture and the Series 2015 Bonds;

(ii) original executed counterparts of a Tax Certificate prepared by Bond Counsel dated such Tax-Exempt Conversion Date and delivered by the Issuer with respect to certain tax matters related to the Bonds to be Converted; and

(iii) an opinion of Bond Counsel to the effect (A) that the conditions precedent set forth herein to the conversion of the interest rate of the Bonds to be Converted to the Tax-Exempt Rate have been satisfied and (B) that the interest on such Bonds to be Converted is excludable from gross income of the Owners thereof for federal tax purposes under Section 103(a) of the Code or (any similar legislation enacted in replacement thereof) and the regulations promulgated thereunder and that the Issuer has properly designated such Bonds to be Converted as “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Code (any similar legislation enacted in replacement thereof) and any regulations promulgated thereunder.

(iv) an executed 8038-G dated such Tax-Exempt Conversion Date and delivered by the Issuer with respect to certain tax matters related to the Bonds to be Converted.

Promptly after the Tax-Exempt Conversion Date for any Series 2015 Bonds, the Paying Agent shall mail to each Owner of such Bonds, with directions to affix the same to each such Bond of such Owner, a copy of the opinion of Bond Counsel delivered on such Tax-Exempt Conversion Date.

Section 2.8 Designation of Registrar. The Trustee is hereby designated as Registrar for the Series 2015 Bonds, which approval shall be evidenced by a written acceptance from the Registrar.

Section 2.9 Designation of Paying Agent. The Trustee is hereby designated as Paying Agent for the Series 2015 Bonds, which approval shall be evidenced by a written acceptance from the Paying Agent.

Section 2.10 Limited Obligation. The Series 2015 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Revenues (except to the extent paid out of moneys attributable to the Series 2015 Bond proceeds or

other funds created hereunder or under the Indenture or the income from the temporary investment thereof).

Section 2.11 Bank Designation of Series 2015 Bonds. For purposes of and in accordance with Section 265 of the Code, the Issuer has designated the Series 2015 Bonds as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Issuer and by any aggregated issuer during calendar year 2016 will not exceed \$10,000,000. For purposes of this Section, “aggregated issuer” means any entity which, (i) issues obligations on behalf of the Issuer, (ii) derives its issuing authority from the Issuer, or (iii) is directly or indirectly controlled by the Issuer within the meaning of Treasury Regulation Section 1.150-1(e). The Issuer hereby represents that (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code and (b) the total amount of obligations so designated by the Issuer, and all aggregated issuers for calendar year 2016 does not exceed \$10,000,000.

Section 2.12 Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2015 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall be prior to any judicial lien hereafter imposed on the Revenues to enforce a judgment against the Issuer on a simple contract.

ARTICLE III

APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS

Section 3.1 Application of Proceeds of the Series 2015 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2015 Bonds in the amount of \$6,327,000 (representing the principal amount of the Series 2015 Bonds less a Purchaser's counsel fee of \$1,000) and such proceeds shall be deposited as follows:

(a) \$6,273,350 shall be deposited with the Escrow Agent, sufficient, together with investment earnings thereon, to pay principal of and interest on and to otherwise redeem the Refunded Bonds as described in Section 3.5; and

(b) \$53,650 shall be deposited into the Series 2015 Cost of Issuance Account and used to pay costs of issuance.

Section 3.2 No Debt Service Reserve Requirement. For purposes of the Series 2015 Bonds, there is no Debt Service Reserve Requirement.

Section 3.3 Creation of Series 2015 Cost of Issuance Account. There is hereby established with the Trustee a Series 2015 Cost of Issuance Account.

Section 3.4 Disbursements from Series 2015 Cost of Issuance Account. Costs of issuance in the amount of \$53,650 shall be paid by the Escrow Agent from the Series 2015 Cost of Issuance Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request in substantially the form of Exhibit B attached hereto. Any unexpended balance remaining in the Series 2015 Cost of Issuance Account 30 days after delivery of the Series 2015 Bonds shall be paid to the Issuer.

Section 3.5 Redemption of Refunded Bonds. Upon the issuance of the Series 2015 Bonds, proceeds of the Series 2015 Bonds referenced in Section 3.1(a) herein shall be deposited into the account established with the Escrow Agent pursuant to the Escrow Agreement, which shall be used on May 1, 2016, to redeem, at a redemption price of par plus accrued interest, if any, the Refunded Bonds. Said amount is sufficient, including investment earnings thereon, to redeem and retire the Refunded Bonds on said date. The Issuer hereby irrevocably instructs U.S. Bank National Association, as trustee for the Refunded Bonds, to cause a notice of redemption to be delivered with respect to the Refunded Bonds in compliance with the provisions of the Indenture and the Escrow Agreement.

Section 3.6 Series 2015 Bonds as Additional Bonds. The Series 2015 Bonds are issued as Additional Bonds under the Indenture. The Issuer hereby certifies that the requirements set forth in Section 2.13 of the General Indenture have been and will be complied with in connection with the issuance of the Series 2015 Bonds.

ARTICLE IV

AMENDMENT TO GENERAL INDENTURE

Section 4.1 Amendment to Section 1.1 of the General Indenture. Pursuant to Sections 9.1(d) of the General Indenture, the following definition is hereby amended as follows:

“Revenues” means 100% of the Local Sales and Use Tax revenues received by the Issuer pursuant to Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended, and 100% of the Municipal Telecommunications License Tax revenues received by the Issuer pursuant to Title 10, Chapter 1, Part 4, Utah Code Annotated 1953, as amended, to the payment of the Series 2015 Bonds.

ARTICLE V

CONFIRMATION OF GENERAL INDENTURE

As supplemented by this Fifth Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture, and this Fifth Supplemental Indenture shall be read, taken, and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants, and agreements of the General Indenture shall apply and remain in full force and effect with respect to this Fifth Supplemental Indenture, and to any revenues, receipts, and moneys to be derived therefrom.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Confirmation of Sale of Series 2015 Bonds. The sale of the Series 2015 Bonds to the Purchaser at a price of \$6,327,000 (an amount equal to the aggregate principal amount thereof, less a Purchaser's counsel fee of \$1,000), is hereby ratified, confirmed, and approved.

Section 6.2 Severability. If any provision of this Third Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections in this Fifth Supplemental Indenture contained, shall not affect the remaining portions of this Fifth Supplemental Indenture, or any part thereof.

Section 6.3 Reports to Purchaser. For as long as the Series 2015 Bonds remain outstanding of which the Purchaser is the Registered Owner, the Issuer agrees to forward to the Purchaser any annual budget reports within 30 days after adoption and audited financial reports (including any amendments or revisions of the same) within 180 days after the end of each fiscal year of the Issuer, provided, however that if there are circumstances beyond the Issuer's control, the Issuer shall be in compliance with this section if audited financial reports are made available within 210 days of the end of each fiscal year.

Section 6.4 Notices. So long as the Purchaser is the owner of the Series 2015 Bonds, all notices sent pursuant to Section 2.8 of the General Indenture will be sent by certified mail.

Section 6.5 Supplemental Indentures. So long as the Series 2015 Bonds remain outstanding of which the Purchaser is the Registered Owner, no change, revision, addition or deletion may be made to this Fifth Supplemental Indenture without the prior written approval of the Purchaser, such consent to not be unreasonably withheld.

Section 6.6 Counterparts. This Fifth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.7 Applicable Law. This Fifth Supplemental Indenture shall be governed exclusively by the applicable laws of the State of Utah.

Section 6.8 Effective Date. This Fifth Supplemental Indenture shall become effective immediately upon execution.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Fifth Supplemental Indenture of Trust to be executed as of the date first above written.

SOUTH OGDEN CITY, UTAH

(SEAL)

By: _____
Mayor

COUNTERSIGN:

By: _____
City Recorder

ZIONS FIRST NATIONAL BANK, as
Trustee

By: _____

Title: _____

EXHIBIT A

BOND PURCHASE AGREEMENT

(See Transcript Document No. __)

EXHIBIT B

(FORM OF SERIES 2015 BOND)

UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF DAVIS
SOUTH OGDEN CITY
FEDERALLY TAXABLE/CONVERTIBLE TO TAX-EXEMPT
SALES AND EXCISE TAX REVENUE REFUNDING BOND
SERIES 2015

UPON ANY TAX-EXEMPT CONVERSION DATE, THIS BOND WILL HAVE DESIGNATED BY THE ISSUER AS A QUALIFIED TAX EXEMPT OBLIGATION FOR PURPOSES OF THE EXCEPTION CONTAINED IN SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.

Number R - _____ \$ _____

| <u>Taxable Interest</u> <u>Rate</u> | <u>Tax-Exempt Interest</u> <u>Rate</u> | <u>Maturity Date</u> | <u>Original Issue Date</u> |
|--|---|----------------------|----------------------------|
| _____ % | _____ % | _____, | _____, 2015 |

Registered Owner: CEDE & CO.

Principal Amount: _____

South Ogden City, Utah ("Issuer"), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on or before the Maturity Date specified above with interest thereon until paid at the Interest Rate per annum specified above, payable on May 1 and November 1 of each year, commencing May 1, 2016 (each an "Interest Payment Date"), until said Principal Amount is paid. Principal shall be payable upon surrender of this Bond at the principal offices of Zions First National Bank, One South Main Street, 12th Floor, Salt Lake City, Utah ("Trustee" and "Paying Agent") or its successors or alternatively, the Bondholder shall provide the Trustee with a written certificate (at no cost or expense to the Bondholder) and in substantially the form attached to the Fifth Supplemental Indenture as Exhibit D, that the Series 2015 Bond has been lost, mutilated or destroyed. Interest on this Bond shall be payable by wire, check or draft mailed on the Interest Payment Date to the Registered Owner of record hereof as

of the fifteenth day of the month immediately preceding each Interest Payment Date (the "Record Date") at the address of such Registered Owner as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America. Principal and interest payments which are not made within 15 days of when they are due will bear interest at the rate of eighteen percent (18%) per annum from and after such due date until paid in full.

This Bond is one of an issue of Bonds in the aggregate principal amount of \$6,328,000 of like tenor and effect, except as to date of maturity and interest rate, numbered R-1 and upward, issued by the Issuer pursuant to a General Indenture of Trust dated as of April 1, 2004, as heretofore amended and supplemented and a Fifth Supplemental Indenture of Trust by and between the Issuer and Zions First National Bank, (as successor trustee to U.S. Bank National Association), (the "Trustee"), dated as of October 1, 2015 (collectively the "Indenture"), approved by resolutions adopted on September 2, 2015 and October 6, 2015, for the purpose of: (i) refunding the Issuer's Sales Tax Revenue Refunding Bonds, Series 2006 (the "Refunded Bonds") and (ii) paying issuance expenses to be incurred in connection with the issuance and sale of the Series 2015 Bonds, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated "South Ogden City, Utah Federally Taxable/Convertible to Tax-Exempt Sales and Excise Tax Revenue Refunding Bond Fund" (the "Bond Fund"), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Revenues as defined in and more fully described and provided in the Indenture.

The Series 2015 Bonds shall be payable only from the Revenues and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer within the meaning of any constitutional or statutory provision or limitation of indebtedness.

As provided in the Indenture, additional bonds, notes, and other obligations of the Issuer may be issued and secured on an equal lien parity with the Series 2015 Bonds, from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates, and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes, and other obligations issued and to be issued under the Indenture is not limited.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties, and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2015 Bonds, the terms upon which the Series 2015 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the initially issued Series 2015 Bonds and on all Series 2015 Bonds authenticated prior to the first Interest Payment Date shall accrue from the Original Issue Date specified above. Interest on the Series 2015 Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date, as of that date; provided, however, that if interest on the Series 2015 Bonds shall be in default, interest at the Default Rate on the Series 2015 Bonds issued in exchange for Series 2015 Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2015 Bonds surrendered.

The Series 2015 Bonds are subject to optional redemption prior to maturity at the times, in the amounts and with notice, all as provided in the Indenture.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the Principal Corporate Trust Offices of Zions First National Bank (the "Registrar"), but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither Issuer nor Paying Agent shall be affected by any notice to the contrary.

This Bond is issued under and pursuant to the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended and this Bond does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Series 2015 Bonds shall not, directly, indirectly, or contingently, obligate the Issuer or any agency, instrumentality, or political subdivision thereof to levy any form of ad valorem taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that it will cause to be collected and accounted for sufficient Revenues, to the extent available, as defined in the Indenture as will at all times be sufficient to pay promptly the principal of and interest on this Bond and the issue of which it forms a part and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

IN ACCORDANCE WITH SECTION 11-14-307(3), UTAH CODE ANNOTATED 1953, AS AMENDED, THE STATE OF UTAH HEREBY PLEDGES

AND AGREES WITH THE HOLDERS OF THE BONDS THAT IT WILL NOT ALTER, IMPAIR, OR LIMIT THE REVENUES IN A MANNER THAT REDUCES THE AMOUNTS TO BE REBATED TO THE ISSUER WHICH ARE DEVOTED OR PLEDGED AS AUTHORIZED IN SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, UNTIL THE SERIES 2015 BONDS, TOGETHER WITH APPLICABLE INTEREST THEREON, ARE FULLY MET AND DISCHARGED; PROVIDED, HOWEVER, THAT NOTHING SHALL PRECLUDE SUCH ALTERATION, IMPAIRMENT, OR LIMITATION IF AND WHEN ADEQUATE PROVISION SHALL BE MADE BY LAW FOR PROTECTION OF THE HOLDERS OF THE SERIES 2015 BONDS.

It is hereby declared and represented that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened, and have been performed in regular and due time, form, and manner as required by law, that the amount of this Bond, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Bond and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Series 2015 Bonds of which this Bond is one and all bonds issued on a parity with this Bond.

This Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Recorder under its corporate seal or a facsimile thereof.

(SEAL)

By: (facsimile or manual signature)
Mayor

COUNTERSIGN:

By: (facsimile or manual signature)
City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Federally Taxable/Convertible to Tax-Exempt Sales and Excise Tax Revenue Refunding Bonds, Series 2015 of the South Ogden City, Utah.

ZIONS FIRST NATIONAL BANK, as
Trustee

By: _____ (Manual Signature)
Authorized Officer

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned sells, assigns, and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations, and credit unions with membership in an approved signature guarantee medallion program), pursuant to S.E.C. Rule 17Ad-15.

EXHIBIT C

COSTS OF ISSUANCE DISBURSEMENT REQUEST

U.S. Bank National Association
170 South Main Street, 2nd Floor
Salt Lake City, Utah 84111

Pursuant to Section 3.2 of the Fifth Supplemental Indenture of Trust dated as of October 1, 2015, you are hereby authorized to pay to the following costs of issuance from the Series 2015 Cost of Issuance Account:

[See Attached Schedule]

SOUTH OGDEN CITY, UTAH

By: _____
Mayor

Costs of Issuance

Payee

Purpose

Amount

EXHIBIT D

CERTIFICATE OF LOST, MUTILATED OR DESTROYED BOND

The undersigned, on behalf of _____ (the "Bondholder"), in connection with South Ogden City, Utah Federally Taxable/Convertible to Tax-Exempt Sales and Excise Tax Revenue Refunding Bonds, Series 2015 (the "Series 2015 Bonds") hereby certifies and covenants on behalf of the Bondholder as follows:

1. The Series 2015 Bonds have been lost, mutilated or destroyed.
2. The Bondholder hereby represents and warrants, as follows: (a) the Series 2015 Bonds have not been endorsed for transfer at any time prior to or when sent to the Trustee; (b) the Bondholder has not sold or otherwise conveyed the Series 2015 Bonds; and (c) no one other than the Bondholder has or could have any interest in the Series 2015 Bonds.
3. In the unlikely event that anyone were to present the original Series 2015 Bonds as having been obtained for value from the Bondholder and provides sufficient evidence of such to the Trustee and verified by Bondholder, the Bondholder agrees to defend and hold harmless South Ogden City, Utah and _____ for any losses that either party might incur regarding the replacement of the Series 2015 Bonds.

IN WITNESS WHEREOF, we have hereunto set our hands as of _____, _____

By: _____

Title: _____

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

(See Transcript Document No. __)

BOND PURCHASE AGREEMENT

SOUTH OGDEN CITY, UTAH FEDERALLY TAXABLE/CONVERTIBLE TO TAX-EXEMPT SALES AND EXCISE TAX REVENUE REFUNDING BONDS, SERIES 2015

October 13, 2015

South Ogden City
3950 South Adams Avenue, Suite 1
South Ogden, Utah 84403

The undersigned, Bank of Utah (the “Purchaser”), offers to purchase from South Ogden City, Utah (the “Issuer”), all (but not less than all) of the Issuer’s \$6,328,000 Taxable/Convertible to Tax-Exempt Sales and Excise Tax Revenue Refunding Bonds, Series 2015 (the “Bonds”), with delivery and payment at the offices of Ballard Spahr LLP, in Salt Lake City, Utah, based upon the covenants, representations, and warranties set forth below. This offer is made subject to your acceptance of this Bond Purchase Agreement (the “Purchase Agreement”) on or before 11:59 p.m., Utah time, on the date hereof.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, the Bonds. Exhibit A, which is hereby incorporated by reference into this Purchase Agreement, contains a brief description of the Bonds, the manner of their issuance, the purchase price to be paid for, and the expected date of delivery and payment of the Bonds (the “Closing”).

2. You represent and covenant to the Purchaser that (a) you have and will have at the Closing, the power and authority to enter into and perform this Purchase Agreement, to adopt resolutions on September 2, 2015 and October 6, 2015 (collectively, the “Resolution”), to execute and deliver the Fifth Supplemental Indenture of Trust dated as of October 1, 2015 (together with the General Indenture of Trust dated as of April 1, 2004, as previously amended and supplemented, the “Indenture”), between you and Zions First National Bank, as successor trustee to U.S. Bank National Association (the “Trustee”) and to deliver and sell the Bonds to the Purchaser, (b) this Purchase Agreement, the Resolution, the Indenture, and the Bonds do not and will not conflict with or create a breach or default under any existing law, regulation, order, or agreement to which the Issuer is subject; (c) no governmental approval or authorization other than the Resolution is required in connection with the sale of the Bonds to the Purchaser; (d) this Purchase Agreement, the Resolution, the Indenture and the Bonds are and shall be at the time of the Closing legal, valid, and binding obligations of the Issuer enforceable in

accordance with their respective terms, subject only to applicable bankruptcy, insolvency, or other similar laws generally affecting creditors' rights; (e) the Issuer has the legal right, power and authority to collect, receive and pledge the Revenues (as defined in the Indenture) and (f) there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer or affecting the corporate existence of the Issuer or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the sale, issuance, or delivery of the Bonds or in any way contesting or affecting the transactions contemplated hereby or the validity or enforceability of the Bonds, the Resolution, the Indenture or this Purchase Agreement, or contesting the powers of the Issuer or any authority for the issuance, sale and delivery of the Bonds, the adoption of the Resolution, the execution and delivery of this Purchase Agreement, the Indenture or the Bonds or the Issuer's legal right, power and authority to collect, receive and pledge the Revenues.

3. As conditions to the Purchaser's obligations hereunder:

(a) From the time of the execution and delivery of this Purchase Agreement to the date of Closing, there shall not have been any (i) material adverse change in the financial condition or general affairs of the Issuer from that previously presented by the Issuer to the Purchaser; (ii) event, court decision, proposed law, or rule which may have the effect of changing the federal income tax incidents of the Issuer or the owner of the Bonds or the interest thereon or the transactions contemplated by this Purchase Agreement; or (iii) international or national crisis, suspension of stock exchange trading, or banking moratorium materially affecting, in the Purchaser's opinion, the market price of the Bonds.

(b) At the Closing, the Issuer will deliver or make available to the Purchaser:

(i) The Bonds, in definitive form and the Indenture, duly executed;

(ii) A certificate from authorized officers of the Issuer, in form and substance acceptable to the Purchaser, to the effect that the representations and information of the Issuer contained in this Purchase Agreement delivered to us with respect to the Issuer are true and correct when made and as of the Closing;

(iii) Acknowledgment of the costs of issuance budget with respect to the issuance of the Bonds;

(iv) The approving opinion of Ballard Spahr LLP, Bond Counsel, in standard form dated the date of Closing, relating to the legality and validity of the Bonds;

(v) An opinion of counsel to the Issuer in form and substance satisfactory to the Purchaser and Bond Counsel; and

(vi) Such additional certificates, instruments, and other documents as the Purchaser may deem necessary with respect to the issuance and sale of the Bonds, all in form and substance satisfactory to the Purchaser.

4. The Issuer will pay the cost of the fees and disbursements of the Trustee, Escrow Agent, Municipal Advisor, Purchaser's counsel fee (\$1,000), Issuer's counsel and Bond Counsel.

5. This Purchase Agreement is intended to benefit only the parties hereto, and the Issuer's representations and warranties shall survive any investigation made by or for the Purchaser, delivery, and payment for the Bonds, and the termination of this Purchase Agreement.

6. The Purchaser hereby represents that they are acquiring the Bonds for their own account, and not with a view to, or for sale in connection with, any distribution of the Bonds or any part thereof. The Purchaser has not offered to sell, solicited offers to buy, or agreed to sell the Bonds or any part thereof, and have no present intention of reselling or otherwise disposing of the Bonds.

Sincerely,

BANK OF UTAH

By: _____

Its: _____

ACCEPTED ON BEHALF OF:

SOUTH OGDEN CITY, UTAH

By: _____

Mayor

ATTEST AND COUNTERSIGN:

By: _____

City Recorder

EXHIBIT A

DESCRIPTION OF BONDS

1. Issue Size: \$6,328,000
2. Purchase Price: \$6,327,000
3. Purchaser's Fee: \$1,000
4. Dated Date: Closing Date
5. Form: Registered Bonds
6. Closing Date: October 13, 2015, or such other date mutually agreed upon date.
7. Bank Qualification: The Bonds will be designated as "bank qualified" by the Issuer
8. Redemption: The Series 2015 Bonds are subject to redemption prior to maturity on any date, in whole or in part, at the option of the Issuer, in chronological order of maturity, upon not less than thirty (30) nor more than sixty (60) days' prior notice at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest, including any default interest, thereon to the date of redemption.
9. Maturity Schedule:

| <u>Maturity Date</u> (May 1) | <u>Principal Amount</u> | <u>Interest Rate</u> |
|---------------------------------|-------------------------|----------------------|
| 2016 | \$108,000 | 0.850% |
| 2017 | 80,000 | 1.200 |
| 2018 | 80,000 | 1.350 |
| 2019 | 495,000 | 1.500 |
| 2020 | 495,000 | 1.650 |
| 2021 | 510,000 | 1.900 |
| 2022 | 521,000 | 2.150 |
| 2023 | 532,000 | 2.400 |
| 2024 | 543,000 | 2.650 |
| 2025 | 560,000 | 2.950 |
| 2026 | 572,000 | 3.150 |
| 2027 | 591,000 | 3.300 |
| 2028 | 609,000 | 3.400 |
| 2029 | 632,000 | 3.500 |

City Council Staff Report



Subject: Resolution 15-43 – Appointing Poll Judges
Author: Leesa Kapetanov
Department: Administration
Date: October 6, 2015

Recommendation

Staff recommends approval of Resolution 15-43

Background

UCA§ 20A-5-602(1) requires that a “municipal legislative body...providing for the appointment of a poll worker for a local election under this section shall appoint the poll worker at least 15 days before the date of the local election”.

Analysis

The City is providing one Election Day polling place (City Hall) as a service to residents, especially those who feel that in person participation in their democracy on Election Day is important. However, we hope that most residents take advantage of the by-mail ballot and that numbers are low for the polling place.

Sherry Arundel has been designated as the poll manager. She is a South Ogden resident whom we have used for previous elections. The County has also utilized her for their elections and she has served as a poll manager before.

In an effort to save money, the City has also chosen to use City employees as poll workers. The employees will be trained just like any other poll worker and will be under the supervision of the poll manager.

Resolution No. 15-43

**RESOLUTION OF SOUTH OGDEN CITY APPOINTING POLLING JUDGES
FOR THE MUNICIPAL GENERAL ELECTIONS, 2015; AND, PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council of SOUTH OGDEN City ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, in conformance with Utah Code ("UC") §10-3-717, the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property; and,

WHEREAS, the City Council finds that UC §20A-5-602 et. seq., requires designating election polling judges for municipal elections at least 15 day before the election; and,

WHEREAS, the City Council finds that the City has previously contracted with Weber County to manage all other requirements for the CY 2015 municipal election; and,

WHEREAS, the City Council finds that making these designations now, will satisfy these requirements; and,

WHEREAS, the City Council finds that the City desires to be in conformance with the requirements of law; and,

WHEREAS, the City Council finds that the public convenience and necessity requires the actions contemplated,

NOW, THEREFORE, BE IT RESOLVED by the City of SOUTH OGDEN as follows:

SECTION 1 - ELECTION OFFICIALS APPOINTED:

A. That the following individuals are appointed as Polling Judges for the CY 2015 general election:

- Sherry Arundel
- Evelyn Rosas
- Leesa Kapetanov

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS

All orders and resolutions regarding the changes enacted and adopted which have heretofore been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part, repealed.

SECTION 3 - PRIOR RESOLUTIONS

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION 4 - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such determination shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION 5 - DATE OF EFFECT

This Resolution shall be effective on the 6th day of October, 2015, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 6th day of October, 2015.

SOUTH OGDEN CITY

James F. Minster,
Mayor

ATTEST:

Leesa Kapetanov
City Recorder

City Council Staff Report



Subject: Justice Court Recertification

Author: Elaine Burleigh

Department: Court

Date: October 6, 2015

Recommendation

Staff recommends the Council vote to recertify the South Ogden Justice Court.

Background

The justice court must be reviewed and recertified every four years. The last recertification was in 2011.

Analysis

State law requires that municipal justice court's be recertified by the Utah Judicial Council every four years. The South Ogden Justice Court certification expires February 2016. To be recertified, the court must submit a resolution adopted by the city's legislative body that requests recertification wherein the city agrees to continue to comply with the operational standards applicable to a justice court for the term of recent case. There must also be an opinion letter from the city attorney, and a completed and signed affidavits submitted by the justice court judge. This application package is due at the Administrative Office of the Courts by October 30, 2015.

Significant Impacts

Recertification of the justice court will create no additional or significant impacts on the city since this is an ongoing operation. Conversely, failure to recertify the court would likely cause significant impact upon the citizens of the city as they must then attend other courts for violations handled by our court.

RESOLUTION NO. 15-44

**A RESOLUTION OF THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH,
AUTHORIZING THE MAYOR TO SIGN, AND THE CITY RECORDER TO ATTEST, ALL
NECESSARY DOCUMENTS TO REQUEST AND EFFECT THE RECERTIFICATION
PROCESS FOR THE CITY'S JUSTICE COURT; AND TO PROVIDE FOR AN
EFFECTIVE DATE.**

SECTION 1 - RECITALS

WHEREAS, the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, in conformance with UCA § 10-3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, the City Council finds that U.C.A. §78-5-139(3) require that Justice Courts be recertified at the end of each four-year term; and WHEREAS, the term of the present Court shall expire on the 31st day of December, 2011; and,

WHEREAS, the City Council finds that the members of the South Ogden City Council have received an opinion letter from the City Attorney, which sets forth the requirements for the operation of a Justice Court and feasibility of continuing with Court operations; and,

WHEREAS, the City Council finds that and has determined that it is in the best interests of South Ogden City and its residents to continue to provide for a Justice Court; and,

WHEREAS, the City Council finds it should and hereby affirms its willingness to continue to meet all of the requirements set forth in by the Judicial Council for continued operation of the South Ogden City Justice Court for the next four-year term of court, except as to any requirements waived by the Utah Judicial Council; and,

WHEREAS, the City Council finds that such agreements require the signature of an authorized official of the City; and,

WHEREAS the Mayor of South Ogden is the chief executive officer and representative of the City; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH OGDEN UTAH THAT:

The City Council of South Ogden City, State of Utah, authorizes the Mayor to sign all contracts, agreement, or other documents to effect the re-certification process for the City's Justice Court and to accomplish such other public purposes as may be necessary to complete a Court continuation agreement between South Ogden City and the State of Utah; and,

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its passage.

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

All orders, and resolutions regarding the changes enacted and adopted which have heretofore been adopted by the City, or parts thereof, which conflict with any of this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS:

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION 4 - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed to be or shall be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed to be the separate independent and severable act of the City Council of South Ogden City.

SECTION 5 - DATE OF EFFECT

This Resolution shall be effective on the 6th day of October, 2015, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,
STATE OF UTAH, on this 6th day of October, 2015.

SOUTH OGDEN CITY

James F. Minster
Mayor

ATTEST:

Leesa Kapetanov
City Recorder



T 801-433-5423 F 801-364-5423
774 SOUTH 300 WEST, UNIT B, SALT LAKE CITY, UTAH 84101

South Ogden City Logo Concept

AUGUST 3, 2015

WATER TOWER ART



OPTION 1



OPTION 2



OPTION 3





1



2



3



4



5



6



1-A



South Ogden



2-A



**SOUTH
OGDEN**



3-A



South Ogden



4-A



**SOUTH
OGDEN**

